

This **AGREEMENT** is made and entered into between **PENN RECORDS MANAGEMENT** (Company) and Client: _____ Primary Contact: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____
The term of the Agreement shall begin on the first day of storage, and shall continue immediately on a month to month basis.

FOR GOOD AND VALUABLE CONSIDERATION and intending to be legally bound hereby, Company and Client covenant and agree as follows:

1. Storage and Service

Company shall provide the services described on "Schedule A" in accordance with the rate schedule set forth on "Schedule A" attached hereto and incorporated herein by reference.

2. Term

Minimum storage period is for one full month in accordance with the rate schedule set forth on "Schedule A". Company shall have the right to change its rate schedule for all storage and services upon thirty (30) days prior written notice.

3. Account Closing

When Client is closing its account, a written notice must be given to Company for the retrieval of all materials with an authorized signature. Upon receipt of this notice, an invoice will be sent including all past due amounts. Company will begin to pull material when full payment is received. Storage charges continue to be incurred for 30 days from the receipt of payment. Monthly storage fees are not pro-rated.

4. Payment

At the conclusion of each month during the term of this Agreement, Company shall render an invoice to Client for the storage and service charges provided during such month. If client fails to pay any statement within (30) days of billing, late charges will apply. In the event an invoice remains unpaid for (60) days, Company shall have the option of any or all of the following: (a) Legal action; (b) Deny access; (c) Withhold services; (d) Destroy stored materials. In the event the Company takes any of these actions, it shall have no liability to Customer or anyone claiming by or through Customer.

5. Limitation of Liability

The Company shall exercise such care in storing Client's materials and in providing services in connection therewith as a reasonable and careful person would do under like circumstances. The Company shall not be liable for any loss or damage to stored material, however caused, unless such damage resulted from the failure by the Company to exercise such care. If Company becomes liable to Client for failing to exercise such a reasonable level of care in storing Client's material, Company's liability to Client shall be limited to \$1.00 per box. Customer may insure deposits through third party insurers for any amount, including amounts in excess of the limitations of liability. In no event shall the Company be liable for any consequential, exemplary or incidental damages. The Company shall not be liable for delay or inability to perform caused by acts of God, governmental, unusual traffic delays or other causes beyond its control.

6. Authorized Access to Stored Material

Deposited material and information contained in stored material shall be requested by the Client's designated agent(s) as identified by Client on Schedule B "Authorization Form". If Client does not provide a "Schedule B", Company will allow any employee of Client to request service.

7. Title to Stored Materials

Client warrants that it is the owner or legal custodian of the stored material and has full authority to store said material and direct its disposition in accordance with the terms of this Agreement. Client agrees to fully indemnify, hold harmless & defend the Company and its employees and its agents for any liability, costs, losses, damages including actual attorney's fees resulting therefrom.

8. Restrictions on Stored Materials

Client will not at any time store with Company any materials which are flammable, explosive, toxic, radioactive, of a nature that might attract vermin or insects or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area. The Company reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. All stored material received by Company will be in neat and orderly records storage boxes which are stackable. Company reserves the right to replace and repack containers that are not in good condition or unable to be stacked in order to put the materials into proper condition for storage. Container costs and labor costs to replace and repack will be billed to Client at Company's standard published rates.

9. Records Destruction/Permanent Removal

Upon written instructions on Client's letterhead with an authorized signature, Company shall destroy stored materials at Company's current rates. If more than 50% of storage base or over 300 boxes are being destroyed or permanently removed, all associated fees must be prepaid before boxes are pulled. Storage fees apply for 30 days from receipt of payment. Client releases the Company from all liability by reason of the destruction of stored material pursuant to Client's direction.

10. Confidentiality

Company agrees that its employees and agents shall be required as a condition of employment to maintain the confidentiality of any and all stored information contained within stored materials. Company shall implement & maintain administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of stored material; (b) protect against any anticipated threats or hazards to the security & integrity of stored material; (c) protect against unauthorized access to stored material.

11. Modification; Assignment

This Agreement may only be modified, amended or terminated in writing. This Agreement binds the heirs, executors, successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by Client without the consent of Company.

12. Governing Laws

This Agreement shall be governed by California Law. This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire agreement between the parties. If any dispute arises between the parties concerning the interpretation or enforcement of any provision of the Agreement, the prevailing party shall be entitled to recover actual attorney's fees and costs.

IN WITNESS WHEREOF intending to be legally bound hereby the parties hereto have executed this Storage and Service Agreement effective as of the day and year written below.

PENN RECORDS MANAGEMENT

Client

Date _____
Manager Approval

Date _____
Authorized Signer