

This **AGREEMENT** is made and entered into between **PENN RECORDS MANAGEMENT** (Company) and

Client: _____ Primary Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Billing Address (if different) _____

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. Client agrees to pay all rates for services rendered. Company shall have the right to change its rates for all storage and service upon (30) days written notice.

2. Term

Minimum storage period is for one full month in accordance with the rate schedule set forth on "Schedule A" and applies until such time that the box is requested by client to be permanently removed or destroyed. See Section 9.

3. Account Closing

When Client is closing its account, a (30) day 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 or longer for accounts over (800) boxes. 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 invoice date, 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. In addition, all expenses incurred by Company to collect any charges which are in arrears, including but not limited to attorneys' fees and costs, shall be due upon demand by Company.

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/tape container. 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, fire, leakage or other causes beyond its control. Records are not insured by Company against loss or damage, however caused.

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". These persons on file have authority to order any disposition of the stored material. If Client does not provide a "Schedule B", Company will allow any employee of Client to request all services. All Destruction Services require written instructions on company letterhead and an authorized signature.

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. Client will be notified and labor costs to replace & 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 are based on Company pulling (800) boxes per week & charged accordingly. Storage fees apply (30) days from receipt of payment & longer for large orders. Client releases, indemnifies, protects, defends and hold Company harmless 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 condition of employment to maintain the confidentiality of any and all stored information contained within stored material unless Client fails to pay (6) months of invoices at which time Client is subject to Liens/ Remedies Paragraph 13. 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; (c) protect against unauthorized access to stored material.

11. Modification; Assignment

This Agreement may only be modified, amended or terminated in writing. This Agreement constitutes the entire agreement between the parties and is binding upon representatives, assigns, heirs, executors, administrators, and successors 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.

13. Liens/Remedies

Company shall have a lien upon all Records of Depositor under the Uniform Commercial Code for all charges for transportation, storage, other related services, and any advances hereunder, interest paid or unpaid charges, costs and expenses of notice and advertisement for sale of such Records, attorneys' fees and costs, collection expenses, and any expenses incurred by reason of Company being made a party to any litigation or dispute involving the Records or being subject to any court order regarding such Records. Company may bring suit for said charges without first foreclosing its lien. If charges remain unpaid after demand therefore, Company may, at its sole option, refuse access to any Records in its depository and may cease to perform any retrieval, cataloging, handling or other services for Depositor. If any charge or claim of Company shall remain due and unpaid for a period of sixty (60) days or more after such charges are due, Company may, at its sole option, (a) terminate this Agreement on five (5) days notice to Depositor, and (b) (i) assert its rights as a warehouseman under the provisions of the California Commercial Code; (ii) after five (5) days notice to Depositor, catalog the Records and dispose of the Records through public or private sale or if in the estimation of Company the monetary value of the Records will not defray the cost of sale, dispose of the Records by destruction or by the application of any statutory abandonment processes with no protections of confidential information that may be contained therein (iii) return all Records to Depositor's last known address, charging Depositor the maximum fee therefore allowed by Company's then published standard rates; (iv) refuse access to the Records; and/or (v) seek recovery under any other right allowed at law or in equity. Company shall have no liability to Depositor or any successor in interest to Depositor if Company, in pursuit of its remedies hereunder, returns the Records to Depositor's last known address.

14. Change of Address

Notice of any change of physical address or electronic email billing address of Depositor must be given by Depositor to Company in writing. It is hereby expressly understood and agreed that all notices of any nature to Depositor shall be sent to the last known address as shown on the face of this Agreement until such written notice of change is received by Company and acknowledged by it in writing by changing Depositor's billing address and/or electronic email billing address on the following monthly statements.

15. Agent of Customer

It is understood and agreed that in dealing with third persons, Company shall perform all services as provided and authorized herein as Depositor's agent; that all instructions, authorizations and contracts which Company gives to or makes with third persons in carrying out Depositor's instructions, shall be made for Depositor's account regardless of whether made in Depositor's name by Company as agent or made in Company's name.

16. Transportation

Company is not and shall not be deemed a common or contract carrier. Depositor agrees to maintain at all times an unobstructed access route into its facilities and a legal, cost-free parking area for Company. All parking fees incurred shall be billed Client. If Loading Docks are not available within (30) minutes of arrival extra wait time will be charged in accordance with fees on Schedule A.

17. Protected Health Information (Health Insurance Portability & Accountability Act)

THE PROVISIONS OF THIS PARAGRAPH 32 SHALL ONLY APPLY IF DEPOSITOR IS A "COVERED ENTITY" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") AND DEPOSITOR DISCLOSES TO COMPANY IN WRITING THAT THE RECORDS CONTAIN "PROTECTED HEALTH INFORMATION" GOVERNED BY HIPAA AND/OR RULES AND REGULATIONS PROMULGATED THEREUNDER. Company, as a "business associate" under HIPAA, hereby agrees as follows: (i) Company shall not use or disclose such protected health information other than as permitted or required by this Agreement or as required by law; (ii) Company shall use commercially reasonable safeguards to prevent use or disclosure of such protected health information other than as provided by this Agreement; (iii) Company shall report to Depositor any use or disclosure of such protected health information not provided for by this Agreement of which Company becomes aware; (iv) Company shall use commercially reasonable efforts to ensure that Company's agents to whom Company provides such protected health information agree to the same restrictions and conditions that apply to Company with respect to such protected health information; (v) Company shall make its internal practices, books and records relating to the storage of such protected health information available to Depositor and governmental agencies enforcing HIPAA for purposes of determining Depositor's compliance with HIPAA; provided, however, in no event shall Depositor or any governmental agency have any right to enter Company's facilities in which such protected health information is stored; (vi) at termination of this Agreement, Company shall, at the written instruction of Depositor, either return or destroy all such protected health information and Company shall not retain any copies thereof; and (vii) Depositor shall have the right to terminate this Agreement if Company has violated a material term of this Paragraph 32 and such termination right shall constitute Depositor's sole remedy in the event of Company's breach of this Paragraph 32 and in no event shall Depositor be entitled to monetary damages.

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 _____

_____ Date _____

Manager Approval

Authorized Signer