

FIREPROOF RECORDS CENTER
P.O. Box 1150
Grove City, OH 43123
(614) 299-2122
RECORD STORAGE AGREEMENT

This Agreement is made this 15 day of August, 2012 by and between Fireproof Records Center, P.O. Box 1150, Grove City, Ohio 43123 (hereinafter referred to as "Company"), and City of Gahanna whose mailing address is 200 South Hamilton Road Gahanna Oh 43230 (hereinafter referred to as "Depositor").

Company hereby agrees to accept for storage and service under its management system and Depositor agrees to deposit such material ("Records") as is identified on the Company's initial Inventory Control form. Subsequent deposits shall be identified by additional Inventory Control forms to be issued by Company at the time of such deposits.

Company and Depositor further agree to the following terms and conditions for the storage and management of Depositor's Records.

1. STORAGE AND RETRIEVAL OF RECORDS

Company shall provide storage for Depositor's Records in a secured area, reasonably designed to prevent loss or damage from any environmental or other cause, and shall provide reasonable inventory and retrieval procedures to ensure expeditious availability and control of deposits.

2. PROHIBITED DEPOSITS

Depositor agrees that it shall not tender materials for deposit with the Company which contain highly flammable, toxic, explosive, radioactive or infectious substances, any material which emanates a discernible odor or aroma, any organic material which may attract vermin or insects, or any narcotics or other illegal or unsafe substances. The Company reserves the right to open and inspect deposits when tendered for storage, or when the Company reasonably believes that a deposit contains prohibited substances as described herein.

3. ENCRYPTION OF ELECTRONIC RECORDS

Depositor agrees to encrypt all of its Records maintained in an electronic format (e.g. tapes, cartridges or similar media) prior to their delivery to Company for storage.

4. BAILMENT/DUTY OF CARE OF DEPOSITOR RECORDS

Company and Depositor agree that all deposits shall be held by Company under bailment and Company shall exert reasonable care with respect to the custody, protection, storage and release of such Records.

5. STORAGE CHARGES AND PAYMENT

In consideration of Company's storage and record maintenance of the deposits, Depositor agrees to pay Company the storage charges as set forth in Exhibit "A" attached hereto and incorporated herein by reference. All storage charges set forth in Exhibit "A" are monthly storage charges. Company agrees to maintain the monthly storage charges set forth in Exhibit A for a period of three (3) years and thereafter reserves the right to change its storage charges from time to time, upon thirty (30) days notice to Depositor. Storage charges are due and payable to Company in advance, on the first day of each month. All deposits placed with the Company between the first and fifteenth day of the month shall incur charges for the entire month. All deposits placed with the Company after the fifteenth of the month shall incur charges at one-half the full monthly rate.

6. STANDARD MAXIMUM VALUATION OF DEPOSITS

Company and Depositor establish and agree that the standard maximum valuation of the Depositor's deposits entrusted to Company, and the maximum liability of Company to Depositor for loss or damage to such deposits shall be as follows:

TWO DOLLARS (\$ 2.00) per container, tape or cartridge.

7. OPTIONAL EXCESS VALUATION

Company and Depositor establish and agree that in addition to the Standard Maximum Valuation set forth in paragraph six (6) above, that the Records of Depositor under this Agreement shall have the following excess valuation:

_____ (\$ _____) per container, tape or cartridge.

Such excess valuation shall not be in force unless both Company and Depositor have inserted an amount of excess valuation on the line provided above, and have initialed this paragraph as provided below:

Company _____

Depositor _____

In consideration for the assignment of excess valuation to its Records, Depositor further agrees to pay an additional monthly storage rate as set forth on the rate schedule attached hereto as Exhibit "A". Such additional rate shall be paid at the time of the normal monthly rate as provided in paragraph five (5) above.

8. ACCESS TO AND RELEASE OF RECORDS

Due to the confidential nature of the Records of Depositor and other customers of the Company, Company shall restrict access to Depositor's Records to authorized representatives of Depositor, who may examine such Records in designated areas of Company's premises. With the exception of circumstances described in paragraph eleven (11) of this Agreement, Company shall not disclose or deliver Depositor's Records to any person or other entity unless specifically directed to do so in writing by Depositor. Company shall not be liable for any delay in granting access or delivery of Records caused by Company's verification of the authorized status of a person or entity requesting access to same. Company may restrict or refuse access to, and or removal of, deposits for non-payment of storage charges as described in paragraph thirteen (13) herein.

9. INCIDENTAL TRANSPORTATION

As part of its services provided hereunder, Company may, from time to time, deliver Depositor's Records to Depositor upon its request. Company and Depositor agree that such delivery is incidental to Company's storage and maintenance function, and Company shall be deemed a contract or common carrier, and the liability provisions of paragraph twelve (12) hereof shall apply to any such ancillary transportation services.

10. SUBCONTRACTOR SERVICES

Company shall be permitted to engage one or more subcontractors to perform all or a portion of the services specified under this Agreement, provided that the services provided by such subcontractor are in full compliance with the terms and conditions of this Agreement. Company shall use reasonable care in selecting a subcontractor, and in monitoring its services hereunder. All valuations of deposits and limitations of liability applicable to Company under this Agreement shall be equally applicable to any subcontractor performing services hereunder and shall not be in addition thereto.

11. LEGAL PROCESS

Company shall not be liable to Depositor or any third party for the disclosure of or the seizure, attachment, garnishment or subpoena of Depositor's Records pursuant to civil or criminal legal process issued against Depositor, its employees, or its agents, which directs Company to hold, disclose, turn over, or surrender such Records pursuant to such legal process.

12. LIABILITY

Company shall be liable to Depositor for loss or damage to Depositor's Records caused by, or resulting from, the negligence or willful act of the Company. The amount of any such liability shall be limited to the Standard Maximum Valuation specified in paragraph six (6) hereof and the amount of any Optional Excess Valuation, if any, specified in paragraph seven (7) herein. Additionally, Company shall be liable for loss or damage to Depositor's Records resulting from perils covered by Company's insurance policy. Nothing contained herein shall be construed to prevent Depositor from procuring and maintaining its own insurance on such Records. Any claims against Company must be made in writing and delivered to Company by Certified Mail, within ten (10) days after the return of the Records to Depositor, or Depositor's receipt of notification of any event or occurrence affecting such Records.

13. LIEN

Company shall have a lien upon all Records of Depositor or on proceeds thereof in its possession for charges and advances hereunder for storage, services and expenses necessary for preservation of such Records, or reasonably incurred pursuant to law. Any expenses incurred in the cost of collecting arrears, including reasonable attorney's fees, shall be added to the arrears.

14. NON-PAYMENT OF STORAGE CHARGES

If Depositor fails to pay storage charges of Company for a period of thirty (30) days after they become due, Company shall have the following rights: a) To refuse access to, or delivery of, all or a portion of Depositor's Records, including total withdrawal and termination of this Agreement, until all outstanding charges are paid in full; b) To redeliver all Records to Depositor, at Depositor's expense. Such redelivery shall be to the last known address of the Depositor; c) To charge Depositor interest on all unpaid balances at the rate of one and one-half (1½%) percent per month until paid.

15. DESTRUCTION OF UNCLAIMED DEPOSITS

If Depositor fails to pay the storage, service or delivery charges provided under this Agreement for a period in excess of ninety (90) days, and Depositor refuses to accept redelivery of the Records, or Company is unable to determine a suitable location for such redelivery, the Company shall provide written notice by US mail to the Depositor's last known address of the Company's right to destroy the Deposits after the expiration of thirty (30) days from the mailing of the notice. After the expiration of the notice period, Company shall be authorized within its sole discretion to destroy the Records, without liability to the Depositor.

16. TERM OF AGREEMENT - EARLY TERMINATION

This Agreement shall have a term of three (3) years and shall automatically renew for successive terms of equal length until either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then existing term. Company acknowledges that by accepting Records from Depositor and committing to store them for the term of this Agreement, Company is required to reserve and allocate storage space in its facility, shelving and racking materials, and to maintain personnel to retrieve, deliver, redeposit and otherwise service Depositor's account for the full term of this Agreement. In order to permit Company to recover its costs in the event of an early termination of this Agreement by Depositor without material cause, Depositor shall provide Company with at least ninety (90) days notice of early termination and shall pay an early termination fee consisting of the Company's normal storage charges as applicable to the volume of Depositor's Records and Company's rates in effect at the time of such notice of termination through the end of the term, plus the Company's normal service charges listed on Exhibit A to this Agreement. Such charges shall be due and payable, in full, prior to the release and redelivery of the Records to Depositor. In the event of such early termination, Company reserves the right to return Depositor's Records at Company's normal deliver rates to a location designated by Depositor.

17. VOLUNTARY DESTRUCTION OF DEPOSITOR'S RECORDS

Upon written instruction from Depositor, Company shall destroy all or a portion of Depositor's Records. Under such circumstances, Depositor releases Company from any and all liability by reason of destruction of such Records pursuant to such authority. After providing instructions to destroy Records as provided herein, Depositor shall not be liable for further storage charges for such deposits beginning 30 days after receipt of said written instructions.

18. NOTIFICATION

All notification to either party under this Agreement shall be deemed complete upon mailing to the other party, postage prepaid, to the address set forth above, until written notice of a change of address is received.

19. NON-SOLICITATION

During the term of this Agreement, and for a period of one year after its termination, Depositor agrees not to solicit or employ any employee of Company without the express written consent of Company.

20. WAIVER

Failure to insist on strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right, or power, constitute a waiver or relinquishment of any such right or power for all or any other terms of this Agreement.

21. TERMS OF AGREEMENT TO CONTROL

In the event of a conflict between the terms of this Agreement and any schedules or exhibits hereto, the terms of this Agreement shall control.

22. MODIFICATION

This Agreement contains the entire agreement of the parties and it may not be modified or amended except in writing signed by both parties.

23. OHIO LAW

This Agreement shall be construed in accordance with the laws of the State of Ohio.

This Agreement shall be effective on the date first written above.

Fileproof Records Center
COMPANY NAME
BY *[Signature]* 8/22/12
MICHAEL E. JAMES, CEO
PLEASE PRINT NAME

CITY OF GAHANNA
DEPOSITOR
BY *[Signature]*
Rebecca W. Stinchcomb DATE 8/15/12
PLEASE PRINT NAME



FIREPROOF RECORDS CENTER

Exhibit A

City of Gahanna - MCI01

HARDCOPY STORAGE AND SERVICES		
Storage	Unit	Price
Check Carton (0.5 cu ft)	Per carton / per month	\$0.23
Standard Record Carton (1.0 cu ft)	Per carton / per month	\$0.27
Medical Record Carton (1.5 cu ft)	Per carton / per month	\$0.43
Banker Carton (2.0 cu ft)	Per carton / per month	\$0.54
Other (2.0+ cu ft)	Per carton / per month	\$0.75
Pallet Records Storage	Per pallet / per month	\$14.00
Services	Unit	Price
Activity		
Inventory	Per carton / file	\$1.00
Retrieval/Refile	Per carton	\$1.45
	Per file	\$1.45
	Per page	\$2.50
Rush Retrieval	Per carton	\$2.90
	Per file	\$2.90
	Per page	\$5.00
Research Fee	Per file	\$2.45
	Per page	\$3.50
Rush Research Fee	Per file	\$3.90
	Per page	\$3.90
Permanent Withdrawal <i>This fee does not include retrieval fees</i>	Per carton	\$2.00
Transportation / Labor Rates		
Standard delivery or pickup (1-10 cartons) <i>Request made before 10:00 a.m. for delivery same day</i>	Flat-fee per round trip	\$31.00
Standard delivery or pickup (add'l cartons)	Per carton	\$1.50
Rush Delivery Service (within 90 minutes)	Flat-fee per round trip	\$49.10
Emergency / After-hours Delivery (weekends, holidays & evenings M-F)	Flat-fee per round trip	\$99.00
Non-Standard Delivery - 1 st Person	Per hour	\$49.10
Non-Standard Delivery - Each add'l person	Per hour	\$31.00
Special Handling Fee	Per hour	\$31.00
Destruction		
Hard Copy Destruction: verification, shredding, certification <i>Per written authorization only. This fee does not include permanent removal or retrieval fees. Mobile shredding subject to additional fee.</i>	Per pound - Bulk	\$0.10
	Per Pound - Mobile	\$0.15
Receptacles / Cabinets - Paper Destruction	Per container / per switch	Per quote
Office and Administrative Services		
Postage		Current rate
Scan on Demand - up to 100 pages <i>Request are completed within 3 business hours.</i>	Per request	\$19.95
Scan on Demand - over 100 pages	Per page	\$0.05
Handling Fee	Per item	\$4.25
Data Entry	Per line	\$0.45
Indexing (for up to 3 fields)	Per file	\$0.45
Indexing (over 3 fields)	Per file	Per quote
Computer Reports	Ten page report (min.)	\$10.00
	Each additional page over 10	\$1.00
	Web Reports	FREE OF CHARGE
WEB Access	Per month	FREE OF CHARGE
WEB Setup/Maintenance	Per month	FREE OF CHARGE

- Please Note: All storage prices reflect per month fee
- Monthly minimum storage account rate is \$49.95.
- Hourly rates are calculated on the 1/4 hour.

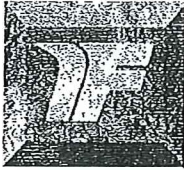
Customer Acknowledgement:

Rebecca Stinson
Mayor

Date:

Aug. 15, 2012

Printed 5/15/2012



FIREPROOF RECORDS CENTER

Exhibit A

City of Gahanna - CCI01

*MASTER MICROFILM
VAULT STORAGE;
ADDITIONAL ENVIRONMENTAL + FIRE
PROTECTION*

HARDCOPY STORAGE AND SERVICES		
Storage	Unit	Price
Case / Carton (0.5 cu ft)	Per case or carton / per month	\$3.00
Case / Carton (1.0 cu ft)	Per case or carton / per month	\$6.00
Case / Carton (1.5 cu ft)	Per case or carton / per month	\$9.00
Case / Carton (2.0 cu ft)	Per case or carton / per month	\$12.00
Cartridge / Slotted Media	Per item / per month	\$0.60
Services	Unit	Price
Activity		
Inventory	Per case or carton	\$1.00
	Per cartridge / submedia	\$0.60
Retrieval/Refile	Per case or carton	\$1.45
	Per cartridge	\$0.60
	Per submedia	\$2.95
Rush Retrieval	Per case or carton	\$2.90
	Per cartridge	\$1.20
	Per submedia	\$5.90
Research Fee	Per cartridge	\$1.20
	Per submedia	\$4.80
Rush Research Fee	Per cartridge	\$1.80
	Per submedia	\$6.65
Permanent Withdrawal <small>This fee does not include retrieval fees.</small>	Per item	\$2.00
Transportation / Labor Rates		
Standard delivery or pickup (1-10 cartons) <small>Request made before 10:00 a.m. for delivery same day</small>	Flat-fee per round trip	\$31.00
Standard delivery or pickup (add'l cartons)	Per carton	\$1.50
Rush Delivery Service (within 90 minutes)	Flat-fee per round trip	\$49.10
Emergency / After-hours Delivery (weekends, holidays & evenings M-F)	Flat-fee per round trip	\$99.00
Non-Standard Delivery - 1 st Person	Per hour	\$49.10
Non-Standard Delivery - Each add'l person	Per hour	\$31.00
Special Handling Fee	Per hour	\$31.00
Destruction		
Media Destruction: verification, shredding, certification <small>Per written authorization only. This fee does not include permanent removal or retrieval fees. Mobile shredding subject to minimum fee.</small>	Per pound	\$0.45
Office and Administrative Services		
Postage		Current rate
Handling Fee	Per item	\$4.25
Data Entry	Per line	\$0.45
Computer reports	Up to 10 pages (min)	\$10.00
	Per page over 10	\$1.00
Web reports		FREE OF CHARGE
WEB Access	Per month	FREE OF CHARGE
WEB Setup/Maintenance	Per month	FREE OF CHARGE

- Please Note: All storage prices reflect per month fee.
- Monthly minimum storage account rate is \$ 0.00.
- Hourly rates are calculated on the ¼ hour.

Customer Acknowledgement: Rebecca W. Henderson Date: 8/15/2012