

FIREPROOF
P.O. Box 1150
Grove City, OH 43123
(614) 299-2122

Renewal:
MCI01

STORAGE & SERVICE AGREEMENT

This Agreement is made this _____ day of _____, 20 15, by and between Fireproof, 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" "Deposits" or "Stored Material") as is identified on the Company's initial Inventory barcode label. Subsequent deposits shall be identified by additional Inventory bar code labels 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

Subject to the terms and conditions of this Agreement, 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. Itemized lists or descriptions of contents of Records submitted by Depositor to Company shall be considered to be for Depositor's recordkeeping, reconciliation and reference purposes only, and shall not be considered proof that any document contained on such lists or descriptions are in fact contained in the Records accepted by the Company. Depositor represents and warrants to Company that none of the Stored Materials require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the remaining of the International Traffic in Arms Regulations (22 CFR 120). If any Stored Materials do contain such information, Depositor shall notify Company of the specific Stored Materials that contain such information and acknowledges that special storage and service rates may apply thereto.

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, insects, 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 Stored Materials maintained in an electronic format (e.g. tapes, cartridges or similar media) in accordance with the requirements of Federal Information Processing Standards (FIPS) 140-2, 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 exercise care with respect to the custody, protection, storage, release or authorized destruction of such Records that a reasonably careful person would exercise under similar circumstances.

5. STORAGE CHARGES AND PAYMENT

In consideration of Company's storage and record maintenance of the deposits, Depositor agrees to pay Company the storage and service charges as set forth in Exhibit A attached hereto and incorporated herein by reference. 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. Monthly 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

By initialing where indicated below, 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 and dated this paragraph as provided below:

Company _____ Date _____ Depositor _____ Date _____

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 regular monthly storage and service charges.

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, or any other disclosure required by law or regulation, 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 & service charges as described in paragraph fourteen (14) 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. In the event the Company is directed to disclose, surrender or grant access to any records of Depositor pursuant to legal process, Company shall notify Depositor with reasonable promptness of its receipt of such legal process, unless such notification is prohibited by law.

12. **LIMITATION OF LIABILITY**

COMPANY SHALL BE LIABLE TO DEPOSITOR FOR THE LOSS OR DAMAGE TO DEPOSITOR'S RECORDS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, AND SUCH LIABILITY SHALL BE LIMITED TO THE STANDARD MAXIMUM VALUATION SPECIFIED IN PARAGRAPH SIX (6) OF THIS AGREEMENT, AND THE AMOUNT OF ANY OPTIONAL VALUATION SPECIFIED IN PARAGRAPH SEVEN (7) OF THIS AGREEMENT. WITH RESPECT TO ANY AND ALL OTHER CLAIMS ASSERTED AGAINST COMPANY, WHETHER ARISING OUT OF CONTRACT, TORT, STATUTE, REGULATION, OR OTHERWISE, AS WELL AS ANY LIABILITY IMPOSED BY ANY SCHEDULES, EXHIBITS, OR ADDENDA HERETO, INCLUDING BUT NOT LIMITED TO ANY BUSINESS ASSOCIATE AGREEMENTS. IN NO EVENT SHALL COMPANY'S LIABILITY TO DEPOSITOR EXCEED THE AMOUNT OF STORAGE FEES PAID BY DEPOSITOR TO COMPANY DURING A TWELVE (12) MONTH PERIOD. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, DATA/INFORMATION BREACH NOTIFICATION REQUIREMENTS TO THIRD PARTIES UNDER STATE AND/OR FEDERAL LAW, AND LOST DATA/RECONSTRUCTION, REGARDLESS OF THE FORM OF THE CLAIM, AND REGARDLESS OF WHETHER ANY SUCH DAMAGES WERE FORESEEABLE. SUBJECT TO THE CONDITIONS AND LIMITATIONS IMPOSED BY THIS AGREEMENT, COMPANY IS NOT RESPONSIBLE FOR THE REPAIR, REPLACEMENT OR RESTORATION OF LOST OR DAMAGED DEPOSITS, COMPANY IS NOT THE OWNER OF THE STORED MATERIALS AND THE STORED MATERIALS WILL NOT BE INSURED BY COMPANY AGAINST LOSS OR DAMAGE HOWEVER CAUSED. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT DEPOSITOR FROM PROCURING AND MAINTAINING ITS OWN INSURANCE ON SUCH DEPOSITS. IN SUCH EVENT, DEPOSITOR SHALL CAUSE ITS INSURERS TO WAIVE ANY RIGHT OF SUBROGATION AGAINST COMPANY. ANY CLAIMS AGAINST COMPANY MUST BE MADE IN WRITING AND DELIVERED TO COMPANY BY CERTIFIED MAIL, WITHIN TEN (10) DAYS AFTER THE RETURN OF STORED MATERIALS TO DEPOSITOR, OR DEPOSITOR'S RECEIPT OF NOTIFICATION OF ANY EVENT OR OCCURRENCE AFFECTING SUCH STORED MATERIALS, WHICHEVER OCCURS FIRST.

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. In addition, Company shall have, and may exercise, all rights granted to a warehouse under the Uniform Commercial Code as adopted by the state of Ohio. Any expenses incurred in the cost of collecting arrears, including reasonable attorneys' fees, shall be added to the charges owed to Company under this Agreement.

14. **DEFAULT BY DEPOSITOR**

If Depositor fails to pay storage & service charges of Company for a period of thirty (30) days after they become due, or in the event of any other material breach of this Agreement by Depositor, Company shall have all of the following rights which may be exercised individually or jointly: 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 to the last known address of the Depositor, at Depositor's expense; c) To charge Depositor interest on all unpaid balances at the rate of one and one-half (1½%) percent per month until paid. In the event of Depositor's repeated failure to pay monthly storage charges when due, or a material breach by Depositor, Company reserves the right to require that all future storage charges be paid by cash, certified check or wire transfer.

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, or any party claiming through Depositor.

16. **TERM OF AGREEMENT – EARLY TERMINATION**

This Agreement shall have a term of three (3) years and shall automatically renew for successive equal length periods thereafter 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. Depositor shall provide Company with at least ninety (90) days prior written 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 delivery rates to a location designated by Depositor. In the event of Depositor's early termination of this Agreement, the Company reserves the right to require that all charges, fees and expenses incurred by the Depositor under this Agreement be paid by cash, certified check or wire transfer.

17. **VOLUNTARY DESTRUCTION OF DEPOSITOR'S RECORDS**

Upon Depositor's submission to Company of a properly completed records destruction request on Company's Record Destruction Authorization form, and the Depositor's full compliance with the requirements of such authorization, Company shall destroy those records designated for destruction at its normal rates for such destruction. 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 thirty (30) days after receipt of said written instructions.

18. **NOTIFICATION**

Except as otherwise specifically provided in this Agreement, any notification to either party under this Agreement shall be deemed complete upon mailing to the other party by ordinary United States mail, 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 the employment 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 or addenda 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 AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions. Any legal proceeding concerning this Agreement shall be heard by a court sitting and venue in Franklin County, Ohio. Both parties agree to submit to the jurisdiction of such Court.

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

FIREPROOF
COMPANY NAME

SIGNATURE
Michael E. James, CEO

DATE
PLEASE PRINT NAME

CITY OF GAHANNA
DEPOSITOR

SIGNATURE

DATE
PLEASE PRINT NAME



combines fee schedules for our accounts MCI of + CCP of

Exhibit A – CITY OF GAHANNA

STORAGE AND SERVICES		
Storage	Unit	Price
Hardcopy storage - 0.5 cu.ft.	Per ctn. / per mth.	\$0.26
Hardcopy storage - 1.0 cu.ft.	Per ctn. / per mth.	\$0.30
Hardcopy storage - 1.5 cu.ft.	Per ctn. / per mth.	\$0.46
Hardcopy storage - 2.0 cu.ft.	Per ctn. / per mth.	\$0.60
Hardcopy storage - 2.0+ cu.ft.	Per ctn. / per mth.	\$0.81
Hardcopy storage - Pallet	Per ctn. / per mth.	\$14.50
Vault storage – Cartridge / Tape - Slotted	Per item / mth.	\$0.60
Vault storage – Small Case	Per case / per mth.	\$3.50
Vault storage – Large Case	Per case / per mth.	\$15.00
Vault storage – 1.2 cu.ft. carton	Per ctn. / per mth.	\$7.50
Services	Unit	Price
Activity		
Inventory	Per carton / file	\$1.50
Retrieval/Refill	Per carton	\$1.75
	Per file	\$1.75
Rush Retrieval	Per carton	\$3.80
	Per file	\$4.80
Research Fee	Per file	\$4.60
Rush Research Fee	Per file	\$6.80
Permanent Removal – This fee does not include retrieval fees	Per item	\$2.50
Transportation / Labor Rates		
Standard delivery or pickup (1-10 cartons) - Request made before 10:00 a.m. for delivery same day	Flat-fee per round trip within Franklin Co.	\$31.00
Standard delivery or pickup (add'l cartons) per box	Per carton	\$1.50
Rush Delivery Service (within 90 minutes)	Flat-fee per round trip within Franklin Co.	\$52.00
Emergency / After-hours Delivery (weekends, holidays & evenings M-F)	Flat-fee per round trip within Franklin Co.	\$115.00
Non-Standard Delivery – 1 st Person	Per hour	\$52.00
Non-Standard Delivery – Each add'l person	Per hour	\$35.00
Special Handling	Per hour	\$35.00
Destruction		
Hardcopy Destruction: verification, shredding, certification Per written authorization only. This fee does not include permanent removal or retrieval fees. Mobile shredding subject to minimum fee.	Per pound – bulk Per pound – mobile	\$0.12 \$0.20
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>Requests are completed within 24 business hours</i>	Per request	\$14.95
Scan on Demand – over 100 pages	Per page	\$0.05
Photo Copies	Per page	\$0.35
Handling Fee	Per item	\$4.50
Data Entry	Per line	\$0.45
Indexing (for up to 3 fields)	Per file	\$0.45
Indexing (over 3 fields)	Per file	Per quote
Reporting	Per hour	\$35.00
	Web Reports	FREE OF CHARGE
WEB Access to Account	Per month	FREE OF CHARGE
WEB Setup/Maintenance	Per month	FREE OF CHARGE

EXTRA FIRE & ENVIRONMENTAL PROTECTION FEE FROM THE MASTER MEDIA FILM

we don't do this

we don't & probably won't do this

we've never needed this

we've never needed this

we've never needed these.

we have not used this service.

- Monthly minimum storage account rate is \$ 69.95.
- Hourly rates are calculated on the ¼ hour.
- Services not listed above reflect standard rates.
- Rates are effective: September 1, 2015.