METRO BUSINESS ARCHIVES

METRO BUSINESS ARC' 'VES
1340 East Sixth Street • Los Angeles, California 90021
(213) 489-5990

STORAGE AND SERVICE CONTRACT

No. 06558 L 4439

ACCOUNT NO.: 2742 6/23

DATE: 2 / 14 / 86

ACCOUNT NAME: City of Carson

STREET ADDRESS: 701 E. Carson Street P.O. Box 6234

CITY: Carson STATE: CA ZIP: 90749

ATTENTION: Elaine Flynn TITLE: Adm. Asst. PHONE: (213) 830-7600

METRO BUSINESS ARCHIVES (hereinafter called the Company) hereby agrees to accept for storage and to service for the above named depositor based on rates as stated in the rates section of this contract. Contents of customer's goods not verified by Company.

DEPOSITOR'S DECLARATION OF VALUE

Depositor declares the value of all business records transported, stored, handled or serviced, now or hereafter for this account, shall be 3¢ per pound per article unless a higher value is declared in the value protection portion of this contract. The value of all magnetic media included but not limited to computer tapes, disks, video and audio tapes, etc., transported, stored, handled, or serviced now or hereafter for this account is actual value of the storage media only unless a higher value is declared in writing in the value protection portion of this contract.

VALUE PROTECTION

Depositor declares the excess value of the goods to be $ _____. Depositor understands an additional charge of 10¢ per $100 valuation per month will be charged for the value protection. Depositor agrees to recompute the amount of the excess value herewith declared as items are added or removed, and will so notify the Company in writing of any requested changes. In the event that the actual cash value of the entire lot of property stored for which the depositor has declared a lump sum value is in excess of the lump sum value so declared by the depositor, it is agreed that the depositor shall be regarded at his own risk to the extent of any difference and the depositor shall bear that portion of any loss which the undeclared amount bears to the actual cash value of the property.

RATES

STORAGE FEE

REGULAR STORAGE PER MONTH: CTNS/C.F.@: $ .24 PER CTN./C.F. $ 66.00
MINIMUM AMOUNT: $ 30.00 PER MONTH

VAULT STORAGE PER MONTH: CTNS/C.F.@: $ 3.00 PER CTN./C.F. $ ·
MINIMUM AMOUNT: $ 25.00 PER MONTH

*STORAGE DEPOSIT 3 mos. Refundable $ 90.00 (Waived)

**A storage deposit is required on all new accounts. Items in Company's possession before the 16th of the month will be charged for a full month; if possessed thereafter, will be charged for ½ month.

INITIAL SERVICES REQUIRED

RECEIVING AND INDEXING: 275 CTNS. @ $ .90 PER CTN. $ 247.50
(This is a one time charge applicable when containers are initially placed in storage.)

OPTIONAL

TRANSPORTATION: 11,000 LBS. @ $ .0316 PER CWT $ 347.60
(Pickup and delivery of large quantities will be performed at transportation rates currently in effect)

PREPACKING: _____ HOURS @ $ _____ Per man hour $ _____

INVENTORYING: _____ HOURS @ $ _____ Per man hour _____

ADDITIONAL SERVICES

RETRIEVALS, Per container	$ 1.65	PERMANENT REMOVAL, Per container or item (+ retrieval charge)	$ .95	MESSENGER-VAULT Per trip for 3 boxes	$ 7.00
RETRIEVALS, Per file / tape	1.65			plus $1.00 for each additional box.	
RETRIEVALS — Rush	3.00	MESSENGER — Scheduled per trip 10 Lbs.	6.50		
REFILES/INTERFILES Per container of file/tape	1.50	Messenger — Deferred			
PHOTOCOPY, Per page	.20	MESSENGER — Stat (M-F 8-5) per trip	23.00	STD. / XRAY CTNS.	____ ea.
TELEPHONE REFERENCE	2.00	MESSENGER — After hours per trip	27.50	VAULT CTNS.	____ ea.

_____ per hour. Mailing, postage, messenger, and

THIS PROPOSAL GOOD THROUGH _____

Depositor hereby acknowledges receiving a copy of this contract and has read its terms and conditions printed hereon including the reverse side. Depositor hereby accepts these terms and conditions and affixes his / her signature hereto.

Print Name of Depositor or Authorized Representative — Title

Signature of Depositor or Authorized Representative — Date

Representative — Title — Date 2-28-86

FOR OFFICE USE ONLY
69-B-4 030
T.B.G.M.C. S.I.C. CODE
M 23021 /
A.A.C. ELEVATORS STAIRS
DOCK PARKING

ORIGINAL - PLEASE RETURN TO METRO

EXHIBIT NO. 1

TERMS AND CONDITIONS

1. **Storage And Service Rate.** It is agreed that the storage and service rates charged are based upon those set forth in the rates section of this contract. Rates are subject to change upon giving Depositor *thirty* (30) days advanced notice of same.

2. **Terms of Payment.** The payment for storage and other charges are due and payable upon receipt of invoice. Where goods are allowed to remain in storage for a fraction of a month, a full month's storage will be charged. A late charge in the amount of 8 1/3% per month shall be made on any amount over thirty (30) days past due.

3. **Additions To Storage Lot.** Any additional goods hereafter delivered by the Depositor to the Company for storage as a part of this lot while this contract is out standing shall be subject to the terms and conditions hereof.

4. **Access To Deposits.** Deposits and/or information contained in deposits, shall be delivered only to Depositor, Depositor's agent, or employee of the Depositor if said person or persons have access authority in writing signed by Depositor, and only upon payment of all charges. Access authority shall represent full authority to order any service for or removal of the Depositor's storage account. Such order may be given in person, by telephone, or in writing. In the event there is loss or damage due to unauthorized divulgence of the contents of the records, and their liability, Depositor agrees to indemnify and hold Company harmless for any such unauthorized divulgence unless same was caused by the gross negligence of Company. Depositor agrees that delivery by any public messenger service, whether selected by Company or the Depositor, shall constitute delivery to the Depositor.

5. **Miscellaneous Additional Services.** All miscellaneous services such as inventorying, indexing, cataloging, and making the records suitable for storage are available; however, the cost of same is to be negotiated when the service is requested. Such services may be performed by independent contractors. If Company brings the Depositor and said contractors together, even at Company facilities, it is understood and agreed that such persons are not the agents or employees of Company. The Depositor agrees to pay such independent contractors separately from any charges due Company under this Service Agreement.

6. **Services To Stored Goods.** Should the Company, in its sole discretion, determine that mothtreating, fumigating, or otherwise treating or handling all or a portion of the business records stored hereunder is necessary for the protection of the business records, or of other goods and business records stored in the depository, it may render such additional service and add its charges therefor to the amount payable by the Depositor hereunder.

7. **Ownership-Authority.** Depositor warrants and represents that Depositor is the owner or legal custodian and has the lawful right to possession of the items which it shall deliver to Company, owns all rights and licenses in all such items; and that none of the items, rights or licenses or any material contained therein violates the private, civil or property rights, the right of privacy, or any other rights, of any person whatsoever and does not offend the public morals or decency. The records are declared to be of no particular inherent or extraordinary value except as general business records of Depositor. If Company is made a party to litigation by reason of having possession of said records, the Depositor agrees to indemnify and hold harmless Company from all liability as a result of said possession and to pay all costs and attorneys' fees incurred in connection therewith.

8. **Lien For Charges.** Company shall have a lien upon all deposits of Depositor under the Uniform Commercial Code for all charges for transportation, storage, other related services, and any advances hereunder. Company may bring suit for said charges without first foreclosing its lien. If charges remain unpaid after demand therefor, Company may, at its option: (a) redeliver the deposits to Depositor at his address herein; (b) refuse access to deposits, or (c) sell at public or private sale all or part of deposits and apply the proceeds thereof to the arrears. Company shall have all other rights and remedies to which it is entitled under the law. In the event any controversy or litigation arises concerning the deposits of Depositor, in additon to all storage and other charges which Company may incur or become liable for, or by judgment be compelled to pay in connection therewith, Depositor agrees to pay all costs of collection or suit, including reasonable attorneys' fees, incurred by the Company in connection therewith.

9. **Depositor's Declaration Of Value:**
   (a) The Declaration of Value herein shall be considered the value of said business records for the purpose of this Agreement, regardless of the actual value thereof. This Value represents the maximum liability of the Company. If the actual weight of the container is not known, and in the event this weight cannot be ascertained, the Depositor agrees that the average weight (40 pounds per cubic foot) of the business records shall govern. (The first option has been offered and has declined the option to declare any higher valuation unless so noted herein in the Value Protection Section of this contract.
   (b) The Declaration of Value herein shall be considered the value of said magnetic media (e.g., computer tapes, disks, etc.) for the purpose of this agreement, regardless of the actual value thereof. This Value represents the maximum liability of Company. The Depositor has been offered and has declined the option to declare any higher valuation unless so noted herein in the Value Protection Section of this contract.

10. **Building - Watchman.** It is understood that the building is of fire-resistant construction, but no guarantee is given that the contents of same cannot be destroyed by fire. No night watchman shall be required, nor is one provided.

11. **Liability Of The Company.**
   (a) Said goods are accepted for storage at the exclusive risk of the Depositor for damage thereto from fire, vermin, deterioration by time, leakage, heat, acts of God, public enemy, public authority, war, quarantine, strikes, labor disputes, riots, earthquakes, inherent vice, breakage, moth, rust, water or any other cause beyond the control of the Company.
   (b) The Company shall not be liable for any representation, understanding or agreement unless in writing and specifically incorporated into this contract.
   (c) The Company shall only be liable for failure to use ordinary care and then only upon the basis of the agreed value of said good, as provided herein.
   (d) All contracts are accepted subject to delays caused by labor troubles, riots, and the elements, and no responsibility therefor is assumed by the Company.
   (e) The failure of Company to deliver goods to any person entitled thereto shall not constitute a conversion of goods nor subject Company to any liability what soever when such non delivery results from causes arising from strikes, lockouts, work stoppages or restraints of labor, from whatever causes.

12. **Consequential Damages.** The Company shall not be liable for consequential damages from negligent delay or proximately caused by the physical loss or damage to any property, unless specifically set forth in writing on the Company's shipping order or other document stating the nature and extent of the consequential damages that may be incurred in the event of either negligence, delay or physical loss or damage to the stored property and the Company acknowledges to the Depositor in writing that it agrees to be liable for such consequential damages.

13. **Time For Filing Claims.** The Company shall not be liable for the loss of, destruction of, or damage to the goods or any part thereof unless, after the date upon which the goods are delivered, or demand therefor is refused, Depositor:
   (a) Presents a claim in writing to the Company within sixty (60) days after such date and,
   (b) Suit is filed by the Depositor or other person(s) entitled to sue, within one (1) year after such date.

14. **Change Of Address.** Notice of any change of address of the Depositor must be given by the Depositor to the Company, in writing, and acknowledged, in writing, by the Company on the following monthly statement, and no notice of any change of address shall be valid or binding against the Company, if given in any other manner, and it is hereby expressly understood and agreed that all notices of any nature to the Depositor shall be sent to the latest known address as shown on the face of this contract until such written notice of change is received by said Company, and acknowledged by it in writing on the following monthly statement.

15. **Destruction Of Useless Records.** Upon written instruction from Depositor, Company may destroy deposits. Depositor hereby releases and indemnifies Company from any and all liability by reason of destruction of such deposits pursuant to such authority.

16. This Agreement shall inure only to the benefit of the parties hereto or their successors in interest and is not intended to be for the benefit of any third party hereto whether a creditor or incidental beneficiary or otherwise.

17. **Modification.** This Agreement constitutes the entire agreement between the parties and is binding upon the representatives, assigns, heirs, executors, administrators, and successors of the respective parties and may be amended only in writing.

18. **Transportation.** Company is not and shall not be deemed a common carrier.

19. **Duration.** Unless otherwise provided in this contract, this Agreement shall automatically be renewed for successive terms of three months until either party shall cancel it by giving the other written notice of its election to cancel at least 90 days prior to the expiration of the then existing term.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of California.