

HART INFORMATION SERVICES
STORAGE AND SERVICE AGREEMENT

Contract No.: 00010
Effective Date: December 1, 1994

Hart Forms & Services, Inc. d/b/a Hart Information Services ("Hart") hereby agrees to accept for storage and Client, identified by signature below, agrees to store with Hart certain record materials ("Stored Materials") on the terms and conditions stated in this Agreement. The terms of this Agreement include the terms and conditions set forth on the Storage and Service Agreement Standard Terms and Conditions and the Schedule of Rates attached to and incorporated fully into this Agreement. The Stored Materials will be located at Hart's 11406 Metric Blvd., Suite 200, Austin, Texas 78758-4043 facility. A description of the Stored Materials is set forth on the Schedule of Stored Materials attached to and incorporated fully into this Agreement.

CLIENT ADMITS READING THIS AGREEMENT AND ALL ATTACHMENTS, UNDERSTANDING ITS LANGUAGE AND LEGAL EFFECT AND AGREES TO ITS TERMS AND CONDITIONS.

CLIENT:

HART:

WILLIAMSON COUNTYHART INFORMATION SERVICESBy: John C. DoerflerBy: Adele CarboniName: John C. DoerflerName: Adele CarboniTitle: Williamson County JudgeTitle: Records Management ConsultantDate: November 16, 1994Date: November 16, 1994

Authorized Representatives:

Hart Representatives:

Elaine BizzellAdele CarboniKathy DavisDavid ReevesAddress: P. O. Box 18Address: 11406 Metric Blvd., Suite 200Georgetown, Texas 78627Austin, Texas 78758-4043Telephone: (512) 930-4314Telephone: (512) 339-3820

Facsimile: _____

Facsimile: (512) 339-3825Client initials: JCDHart initials: AC

HART INFORMATION SERVICES
STORAGE AND SERVICE AGREEMENT
STANDARD TERMS AND CONDITIONS

1. STORED MATERIALS

- 1.a. From and after the effective date and ^{until} terminated by Williamson County, Hart shall store the Stored Materials.
- 1.b. The Stored Materials will consist of business records in the form of written, typed or printed documents, slides, film, photographs, charts, computer diskettes, microfilm, magnetic tape, magnetic card, or optical disks only. Client will not store and Hart will not be responsible for storing any other materials or property unless specifically agreed to in writing attached to this Agreement. Client and Hart may modify or add to the Stored Materials from time to time by mutual agreement in writing and modification of the attached Schedule of Stored Materials. Additional deposited materials shall, unless otherwise indicated in writing, be deemed to be Stored Materials and will be held under the same terms and conditions as the initially deposited Stored Materials.
- 1.c. Hart will have no responsibility and will not undertake to determine or verify the receipt, contents, condition or quality of the Stored Materials.
- 1.d. Client shall present all Stored Materials prepacked in storage boxes of type and quality as designated and approved by Hart at Client's sole expense. All boxes utilized by Client shall be clean and structurally sound. Client shall reimburse Hart for all expenses incurred in replacing, repairing or cleaning unfit storage boxes, which Hart is authorized to do in its reasonable discretion. Client shall clearly mark each box in an alpha or numeric order to facilitate correct storage and retrieval. Client shall further list or attach a written index of the contents of each box on the inside thereof. Hart shall not be responsible for any storage or retrieval errors in any way relating to the incorrect labeling or indexing of any box stored by Client. Client acknowledges that all responsibility for labeling and risks and costs of mislabeling shall be borne by Client.
- 1.e. Delivery and receipt of the Stored Materials will be made at the address of Hart's facility where the Stored Materials will be stored unless otherwise agreed to in writing by Hart. Client acknowledges that additional charges will be incurred if the Stored Materials are not delivered to Hart's facility.
- 1.f. Hart will not be responsible for any services not expressly undertaken by Hart in writing.

Client initials:

Hart initials:

2. **ACCEPTANCE**

In the absence of an executed contract, the act of tendering records and materials for storage by Hart constitute acceptance by Client of the terms, conditions and rates of this contract.

3. **RATES**

Client agrees to pay Hart for its services according to Hart's then current Schedule of Rates and any revisions thereto. Rates may be changed (either increased or decreased) by Hart upon thirty (30) days prior notice to the Client. For deposits of Stored Materials received during a month or stored for a portion of a month, charges will be assessed on the basis of a per day fee. Additional charges, if any, shall be paid simultaneously with the monthly rates.

4. **ACCESS TO STORED MATERIALS**

4.a. Stored Materials and information contained in said Stored Materials shall be delivered only to Client's Authorized Representatives who shall be designated by Client in writing. Client represents that the Authorized Representatives have full authority to order any service for or removal of the Stored Materials, and to deliver and receive such. Such order may be given in person, by telephone, or in writing.

4.b. Hart reserves the right to deny access to or delivery of the Stored Materials until such time as Client has cured any default under this Agreement.

4.c. When Stored Materials are ordered out, a reasonable time shall be given to Hart to carry out said instruction; and if Hart is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure, or legal process, strikes, lockouts, riots, and civil commotions, fire, weather, inherent or perishable qualities of the Stored Materials or other reasons beyond Hart's control or because of loss or destruction of Stored Materials for which Hart is not liable, or because of any other excuse provided by law, Hart shall not be liable for failure to carry out such instruction or services.

4.d. Client's Authorized Representative will be given access to the Stored Materials without prior notice during the hours of 8:00 a.m. to 5:00 p.m. on weekdays, Monday through Friday, except for any legal holidays. Access at any designated hour may be arranged for by advance notice; however, an additional charge may be made in accordance with the then effective Schedule of Rates.

4.e. Upon request by Client, Hart will retrieve and deliver, within the "designated area", a requested file for a per file and per trip charge set forth on the then effective Schedule of Rates. For purposes of delivery, the "designated area" shall be the corporate city limits of Georgetown, Texas, unless Hart shall agree in writing to a larger delivery area. Hart will exert reasonable efforts to deliver files requested within six (6) hours of the time such request is received if such request is received prior to 12:00 p.m. CST, Monday through Friday. For a request received after 12:00 p.m. CST, Monday through Friday, Hart

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may deliver the requested file the next working day. Retrieval and delivery is not available on a weekend or state or federal holiday. Hart and Client may arrange for delivery outside of the designated area and/or expedited delivery upon mutually agreed terms in advance.

- 4.f. Hart is not operating a public warehouse and shall not issue public warehouse receipts. Any depository receipts issued by Hart will be non-negotiable.

5. **LIABILITY**

- 5.a. Hart shall be liable only for its failure to use the ordinary care required by law, and then only in the amount of the replacement value of the tangible items of property injured, destroyed, damaged, or lost as a result of such failure up to a maximum amount of one hundred dollars (\$100.00) per magnetic tape or card container (and contents thereof), a maximum amount of two dollars (\$2.00) per paper container (and contents thereof), and a maximum amount of five hundred dollars (\$500.00) per microfilm, disk pack container (and contents thereof), or optical container (and contents thereof). Hart shall under no circumstances be liable for loss or destruction of any software, programs, information or data contained on any documents, magnetic tape, magnetic card, microfilm, diskette, optical disk, data files or other media transported or stored by Hart, or for the cost of recreating any software, programs, information or data, or for any special, incidental, indirect or consequential damages, including but not limited to loss of profits, suffered by Client for any reason, even if Hart has been advised of the possibility of such damages. Hart is not responsible for loss or damage caused by acts of God or public enemy, seizure, or legal process, strikes, lockouts, riots, and civil commotions, fire, weather, inherent or perishable qualities of the Stored Materials or other reasons beyond Hart's control.
- 5.b. Client understands and agrees that it shall assume sole responsibility for any and all risks of loss, destruction, damage or injury, and if appropriate, that Client shall procure additional insurance coverage and take any other steps necessary to cover these risks. Client shall bear all responsibility for obtaining and maintaining insurance covering the Stored Materials. Client agrees to list Hart as an additional insured and Hart's premises, where the Stored Materials will be located, as an additional premises on Client's property insurance and valuable papers policies. To the extent Client carries insurance on the Stored Materials or is self-insured.
- 5.c. Stored Materials are not insured by Hart against loss or injury, however caused. Client releases Hart from any responsibility for providing insurance on the Stored Materials.
- 5.d. The Client understands and acknowledges that normal deterioration, discoloration and aging of all record media occurs with time. Hart does not agree to clean or make repairs of any kind.
- 5.e. Client shall give Hart written notice of any claim for damages within ninety (90) days after the ground for the claim becomes known or reasonably should have become known to Client. Client shall file suit against Hart within two years from the day when notice in writing is given by Hart to Client that Hart has disallowed the claim or the part of it which is specified in the notice. If a claim is not filed and suit is

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not instituted in accordance with these provisions and within the time prescribed in this paragraph, Hart is not liable and the claim will not be paid.

- 5.f. Hart will not be responsible for misdeliveries, loss, destruction or damage occasioned by misunderstanding of orders or instructions received or taken by telephone. All orders or instructions will be in writing.
- 5.g. Hart will not be responsible for misdeliveries, loss, destruction or damage made in good faith reliance on orders given by ostensible or alleged agents, representatives, or employees of Client when the deliveries are directly or indirectly induced, whether wholly or in part, by the Client's negligence or laches.
- 5.h. CLIENT hereby waives to the fullest extent permitted by law any rights, remedies and benefits under the Texas Deceptive Trade Practices - Consumer Protection Act (Sections 17.41 and following of the Texas Business and Commerce Code) (the "DTPA") and any other similar consumer protection law, whether federal, state or local, except for Section 17.555 of the DTPA. CLIENT covenants not to sue HART under the DTPA or any such similar consumer protection law.

6. TERM

- 6.a. This Agreement shall terminate automatically upon expiration of the period for storage as set forth in Section 1.a., unless earlier terminated as provided herein. A Representative of Hart may terminate this Agreement before the expiration of the period for storage by providing at least ninety (90) days advanced written notice to the other party of a termination date. Prior to the termination of this Agreement, Client will remove the Stored Materials from Hart's facility at Client's sole risk and expense. Retrieval and pickup shall be at Hart's facility where the Stored Materials are stored. If Client fails to timely remove the Stored Materials, Client will be in breach of this Agreement. A notice of termination given by Client must include an address for delivery of the Stored Materials ("Delivery Address"). If notice of termination is given by Hart, then Client will provide Hart with the Delivery Address within sixty (60) days after receipt of the notice from Hart.
- 6.b. In case of accident to the premises, machinery or equipment of Hart, or if for any reason Hart deems it to be unsafe or inexpedient to continue the storage of the Stored Materials (including, but not limited to, Hart's opinion that the Stored Materials are in a condition that is prejudicial or dangerous to other goods in storage), Hart may terminate this contract by notifying Client of the termination, and requiring the immediate removal of the Stored Materials. Client agrees that within forty-eight (48) hours after the receipt of a termination notice under this subsection, it will pay all charges and remove the Stored Materials.
- 6.c. Hart reserves the right at its own expense to move the Stored Materials from one storage room to another, or on notice to Client to remove the goods to any other warehouse operated by Hart.
- 6.d. The terms of Sections 5, 7, 8, 9, 10, 11 and 12 shall survive termination of this Agreement.

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7. DEFAULT

7.a. The occurrence of any one or more of the following events shall constitute a default by Client ("Events of Default"):

- 1) Failure by Client to pay any sum due to Hart hereunder within fifteen (15) days of when due; or
- 2) Breach by Client of any terms of this Agreement; or
- 3) Client becomes insolvent or files or has filed against it any proceeding in federal or state court seeking debtor relief; or
- 4) A receiver or trustee is appointed for all or substantially all of the assets of Client, or Client makes an assignment for the benefit of creditors.

7.b. Upon the occurrence of any of the Events of Default, Hart, at its sole option, may exercise any or all of the following remedies with or without terminating the Agreement:

- 1) Demand in writing that Client pick up the Stored Materials. The failure of Client to remove the Stored Materials from Hart's facility within five (5) business days after the receipt of such notice shall be considered an abandonment of the Stored Materials and materials will be delivered to Client at Client's expense.
- 2) Deliver the Stored Materials, at Client's sole risk and expense, to the Delivery Address, or if none has been specified, to the address of Client set forth by Client's signature (the "Client Address").
- 3) Whether or not this Agreement has been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of removal, delivery or destruction of the Stored Materials.
- 4) Immediately terminate this Agreement, whereupon Hart shall recover all damages suffered by reason of such termination.
- 5) Upon termination of this Agreement, continue to store the Stored Materials according to the terms of this Agreement, but on a month to month basis and at two hundred percent (200%) of the then current Schedule of Rates, until the Stored Materials are removed by Client, returned to Client or destroyed.

All remedies provided for in this Agreement are cumulative and may, at the election of Hart, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided by law.

Hart shall be entitled to indemnification by Client for all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

8. TITLE WARRANTY

Client represents and warrants to Hart that it is the owner or legal custodian of the Stored Materials and has full authority to store said materials in accordance with the terms of this Agreement.

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9. **NON-TOXIC MATERIALS**

Client represents and warrants to Hart that the Stored Materials will not consist of or include explosives, ammunition, inflammable materials, radioactive wastes or any other toxic, dangerous, noxious or hazardous materials, substances or wastes.

10. **INDEMNIFICATION**

Except to the extent caused by the negligence of Hart, Client agrees to fully indemnify and hold harmless Hart, its officers, directors, employees, affiliates and agents for any losses, liabilities, costs or expenses, including reasonable attorneys' fees, that Hart or any such persons may suffer or incur as a result of claims, demands, costs or judgments against Hart or any of them arising out of Hart's relationship with Client or third parties pursuant to this Agreement or caused by Client's breach of this Agreement or the default, negligence or intentional acts of Client or Client's employees.

11. **CONFIDENTIALITY**

Client and Hart shall maintain the terms and conditions of this Agreement as confidential. Client and Hart each agree that it and its affiliates, officers, agents, and employees will not, either while work is being performed pursuant to this Agreement or at any time thereafter, use, publish, or divulge to any persons whatsoever, any trade secrets, proprietary or confidential information concerning the business of the other party of which they may learn during the course of performance of work pursuant to this Agreement, except as needed to fulfill the terms of this Agreement, as required by law or as necessary to enforce this Agreement. The obligations under this section will not apply with respect to any confidential information which: (i) the party bound by this confidentiality agreement (the "Disclosing Party") can show by written record was known to it prior to its first receipt from the party seeking to keep the information confidential; (ii) at any time becomes a matter of public knowledge without any fault of the Disclosing Party; or, (iii) is at any time lawfully received by the Disclosing Party from a third party under circumstances permitting its disclosure to others.

12. **MISCELLANEOUS**

- 12.a. This instrument (together with any Schedules and Exhibits attached and documents incorporated herein) constitutes the entire agreement between the parties, and supersedes any and all prior agreements, arrangements, and understandings, whether oral or written, between the parties.
- 12.b. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy on a future occasion.

Client initials: JED

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- 12.c. This Agreement may not be assigned by Client without the prior written consent of Hart. The terms of this Agreement shall be binding upon Client and Hart and their respective heirs, representatives, successors and assigns.
- 12.d. Every provision of the Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement a provision as similar in terms as possible to render such provision legal, valid, and enforceable. A copy will be mailed to the Client for review.
- 12.e. This Agreement is made and performable in Williamson County, Texas and shall be governed, construed and enforced in accordance with the laws of Texas. The parties hereby submit and consent to the jurisdiction of the courts of the United States of America and the State of Texas sitting in the City of Georgetown, Texas, in any dispute arising out of this Agreement.
- 12.f. All Schedules and Exhibits, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such Schedules and Exhibits.
- 12.g. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the appropriate address set forth by the signatures of the parties or as otherwise noted in writing in accordance with this provision. If two Hart Representatives are designated, notices to Hart shall be addressed and given to either of Hart Representatives. Notices shall be deemed to have been received upon actual receipt if delivered personally or on the fifth (5th) day after the date deposited in the mail, if mailed in accordance with this Section. Under termination of employment of either Representative, notice to Client of replacement Representatives should be made in seven (7) days.
- 12.h. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, as the context requires.
- 12.i. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties.

Client initials: JCS

Hart initials: dr

**HART INFORMATION SERVICES
STORAGE AND SERVICE AGREEMENT
SCHEDULE OF RATES
(September 27, 1994)**

Storage Fees

Hard Copy Recurring Storage (per cubic foot/month)	\$.25
Hard Copy Recurring Storage for 1000 units or less (per cubic foot/month)	\$.35
Hard Copy Minimum Monthly Recurring Storage	\$25.00
Vault Container Recurring Storage (per cubic foot/month)	\$ 5.00
Vault Item Recurring Storage (per unit/month)	\$ 2.00 (\$10.00 min.)
Vault Minimum Monthly Recurring Storage	\$50.00

Retrieval/Delivery Fees

Item Retrieval (per unit)	\$ 1.60
Rush Retrieval (per unit)	\$ 3.00
After Hours Access (plus retrieval fee)	\$50.00
Delivery/Pickup Charge (per unit)	
Regular Delivery (scheduled AM and PM deliveries)	\$ 1.00 (\$ 7.50 min)
Rush Delivery (within 2 hours of request)	\$ 2.00 (\$20.00 min)
After Hours Delivery (after normal hours, on weekends or holidays)	\$10.00 (\$75.00 min)

General Services

Initial Data Entry of New Items (per unit)	\$.75
Detail Indexing (per line)	\$.10
Inventory Services	\$15.00/hr plus \$.15/unit
Initial Pickup	\$1.00 per cubic foot
Microfilm Inspection	\$35.00 per hour
Hourly Rate for Miscellaneous Labor	\$20.00
Hard Copy Destruction (certified, per pound)	\$.10
Microfilm Destruction (certified, per pound)	\$.25
Management/Inventory Reports (no charge for standard monthly reports)	\$ 5.00 for first page
	\$ 1.00 each add'l page
Conference Room Usage (per hour, no charge for first 2 hours)	\$10.00
Fax Charges (per page, does not include long distance charges)	\$ 1.25 for first page
	\$.75 each add'l page
Photo Copies (per page)	\$.30

Client initials: JCD

Hart initials: dx

HART INFORMATION SERVICES
STORAGE AND SERVICE AGREEMENT
SCHEDULE OF STORED MATERIALS

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Client initials: jed

Hart initials: dt