

## STORAGE AGREEMENT

This Storage Agreement (this "Agreement") is entered into this 1<sup>st</sup> day of July, 2022 by and between (i) **KENTUCKY UNDERGROUND STORAGE, INC.** a Kentucky corporation (the "Company"), with its principal place of business located at the Facilities (as defined below), and (ii) **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** (the "Owner"), with its principal place of business located at 200 East Main Street, Lexington, Kentucky 40507.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Delivery and Storage of Property. Pursuant to the terms herein, the Company shall provide the following record storage services (the "Services"):
  - A. transporting records and materials to be stored (the "Property") from the Owner's office or warehouse to the Company's storage facilities located at 502 Crusher Lane, Wilmore, Kentucky 40390 ( the "Facilities");
  - B. storing the Property at the Facilities;
  - C. providing access to the Property at the Facilities;
  - D. retrieving the Property from the Facilities and delivering it as requested by the Owner; and
  - E. related services
2. Term and Expiration. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date hereof and ending one (1) year from the date hereof (the "Initial Term"). Notwithstanding the foregoing, this Agreement shall automatically renew for successive one (1) year terms thereafter (each an "Additional Term") unless either party gives the other party written notice of its intent not to renew this Agreement no less than thirty (30) days prior to the end of the then current term. When used herein, "Term" shall include the Initial Term and each Additional Term for which this Agreement is renewed. Owner acknowledges that the Company must receive payment of all fees due, including permanent relocation fees, prior to the release of such Property by the Company to Owner, upon any expiration of this Agreement, in accordance with this Section 2, or any termination of this Agreement as otherwise provided in this Agreement.
3. Services Rates. The rates for the Services provided during the Initial Term shall be according to the rate schedule attached hereto as Exhibit A (the "Rate Schedule"). The rates for the Services provided during each Additional Term shall be pursuant to the Company's rate schedule in effect at the time of renewal for the respective Additional Term.

The Company shall bill the Owner monthly for the Services provided during the previous month. Payment from the Owner is due within thirty (30) days from the date of the bill. As to any amounts not paid when due, the Company have a lien on the Property for such amounts and shall be entitled to recover from the Owner such amounts, as well as reasonable attorneys' fees and costs incurred in enforcing the Agreement and collecting such past due amounts and a late charge in the amount of 2% of such unpaid balance for each thirty (30) day period such remains outstanding. The Company may suspend any and all Services and refuse access to the Property for any accounts past due.

#### 4. Property Retrieval.

4.1 The Property may be retrieved by the Owner in either of the following manners:

- A. The Property may be retrieved by the Owner at the Facilities by persons specifically authorized by an officer of the Owner whose name and signature are placed on the file by the Owner with the Company (the "Authorized Representatives"); or
- B. The Company will forward the Property to the Owner via bonded courier and delivery services upon request of an Authorized Representative. All retrievals delivered to the Owner's destination must be signed for by an Authorized Representative of the Owner, or such security representatives as are present at Owner's destination, and such signature returned to the Company.

4.2 The Authorized Representative shall have authority to order disposition of the Property until authority is revoked by written notice to the company.

#### 5. Warranties.

5.1 The Owner warrants and represents that:

- A. It is the lawful owner or legal custodian of the Property, it has the possessory rights to the Property and it has the full authority to submit such Property to the terms and conditions of this Agreement; and
- B. It will not deliver to the Company for storage any hazardous, noxious, dangerous, unsafe or illegal material of any kind, or any organic material that may decompose or attract vermin, insects or other pests. The Company reserves the right to open and inspect any Property tendered for storage based on reasonable suspicions that such Property is in violation of this warranty and further reserves the right to refuse acceptance of any Property which could be in violation of this warranty.

5.2 The Company warrants and represents that the Services shall be provided in a good and workmanlike manner in conformity with industry standard practices.

6. Duplicate Media. The Owner agrees that the information stored on magnetic or electronic media and contained in the Property is not original information but a duplicate thereof. The Owner agrees that any liability of the Company shall be limited to the replacement cost of the media and the Company shall not be responsible for the information contained on the media.
7. Insurance. The Owner agrees that the Company assumes no responsibility for loss or damage to the Property in excess of the replacement value for paper document containers and for blank electronic media. The Company shall provide insurance with a qualified insurer licensed under the laws of the Commonwealth of Kentucky to insure against loss of the Property at such value. If the Owner desires to insure against loss to the Property in excess of such value, Owner shall have the responsibility to obtain and pay for such insurance.
8. Liability of the Company. The Company shall not be liable for any loss or damage to the Property stored or handled hereunder, however caused, unless such loss or damage results from failure by the Company to exercise such care and regard to the Property as a reasonable, careful person would exercise under like circumstances, and the Company shall not be liable for damages that could not have been avoided by the exercise of such care. The Company shall not be liable to the Owner, and the Owner shall indemnify and hold the Company harmless from any liability by reason of action taken with respect to the Property, including any destruction of same, based on instructions by the Owner's Authorized Representative. The Owner understands and acknowledges that normal deterioration and aging of the Property occurs with time, and Company is not to be held liable for any such deterioration. The Owner declares and agrees that any liability of the Company for damages under this paragraph 8 are limited to the valuations specified in paragraph 7 hereof. Further, claims by the Owner for any indemnifiable loss, damage, or destruction must be presented in writing to the Company within a reasonable time, but in no event later than sixty (60) days after delivery or return of the Property to the Owner, or sixty (60) days after the Owner is notified by the Company that such loss, damage or destruction to part or all of the Property has occurred, whichever time is shorter. In addition, no action or suit may be maintained by the Owner for same following such timely written claim unless such action or suit is commenced no later than nine (9) months after delivery or return of the Property by the Company or within nine (9) months after the Owner is notified that such loss, damage, or destruction to part or all of Property has occurred, whichever time is shorter.
9. Security Privilege Maintenance. By signing this agreement the owner takes complete responsibility in the maintenance of all security privilege levels, users, and content. Understanding that any user activity is the responsibility of the owner.

10. Confidentiality. The Company recognizes the confidential nature of the information contained in the Property. The Company therefore agrees to maintain the records in confidence and to use its best efforts to take all steps necessary and appropriate to maintain such confidentiality.
11. Indemnification.
- A. The Owner agrees to indemnify and hold the Company harmless from and against all claims, damages, liabilities, costs and expenses to the extent allowable by law, including, but not limited to, attorney's fees, arising out of any claim, action or proceeding resulting from a breach of any of the warranties and representations of the Owner contained in this Agreement.
- B. The Company agrees to indemnify and hold the Owner harmless from and against all claims, damages, liabilities, costs and expenses, including, but not limited to, attorney's fees, arising out of any claim, action or proceeding resulting from a breach of any of the warranties and representations of the Company contained in this Agreement.
12. Access. The Owner and its Authorized Representatives shall at all times have access to the Property stored at the Facilities. The Company shall provide the Owner with information needed to attain access to the Property after the Company's regular business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. Advance notice will be necessary to access the Property. The rate for access to the Property other than during the Company's regular business hours shall be as disclosed on the Rate Schedule.
13. Procedures. The Owner shall be subject to any safety and security policies, procedures and regulations established by the Company and defined in its Procedures Manual while on the Company's Premises.
14. Change in Property. Records and materials added for storage while this Agreement is in effect shall be subject to the terms and conditions hereof. Records and materials removed from storage shall no longer be subject to this Agreement.
15. Termination of Storage. On written notice to the Owner, the Company may terminate this Agreement and require the removal of the Property by a date specified in the notice, such date to not be less than sixty (60) days after the date of notification. If the Property is not removed by such specified date, the Owner shall be in default and the Company shall have such remedies as are provided in Paragraph 16 hereof.

16. Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by the Owner: failure to pay any sum due hereunder by the due date; a breach of any warranty, representation or other obligation under this Agreement; becoming insolvent or filing or having filed against it any proceeding in federal or state court seeking debtor relief. Upon the occurrence of any Event of Default, Company, at its sole and absolute discretion, may exercise any or all remedies permitted by law, including, but not limited to, the right to retain such Property and refuse Owner all access thereto until payment is made in full, the right to terminate the Agreement and the right to recover reasonable attorney's fees and costs incurred relating to such Event of Default or in otherwise enforcing this Agreement. All remedies provided for in this agreement are cumulative and may, at the election of Company, be exercised alternatively, successively, or in any other manner and are in addition to any of the rights provided by law.

17. Miscellaneous.

17.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

17.2 Entire Agreement. This Agreement with the exhibit incorporated herein, constitutes the entire Agreement between the parties concerning its subject matter. It supercedes all prior or contemporaneous oral agreements, correspondence, arrangements and understanding related to its subject matter.

17.3 Waiver. No waiver by any party of any of the provisions if this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17.4 Assignability. This Agreement shall not be assignable by any party without the prior written consent of the other.

17.5 Severability. If any provision or condition of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid or unenforceable to the full extent intended by the parties, such provision shall continue in effect to the fullest extent valid and enforceable by law.

17.6 Acceptance. In the absence of an executed agreement, the act of tendering Property for storage and/or other services by Owner to the Company constitutes acceptance by Owner of the terms, conditions and charges under this Agreement.

17.7 Relationship. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**KENTUCKY UNDERGROUND STORAGE, INC.**  
(the "Company")

By: Jeff Baier

Printed: Jeff Baier

Its: Director of Business Development

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**  
(the "Owner")

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A  
Rate Schedule**

<b>Storage</b>		
<b>Standard Box Sizes: 1.0 Cubic Feet, 1.2 Cubic feet, 2.0 Cubic Feet, 2.4 Cubic feet, 3.6 Cubic Feet</b>		
		<b>Price</b>
Storage Minimum	Per Month	\$25.00
Active Storage per 1.0 Cubic Foot	Box	
	1-500	\$0.22
	501-1000	\$0.18
	1001-3000	\$0.16
	3001 & Above	\$0.14
Archival Storage per 1.0 Cubic Foot - Minimum 10,000 boxes	Per Month (minimum 10 year storage)	\$0.09
Gigabyte Minimum Charge	Per Month	\$20.00
Gigabyte	Per Gig	\$2.00
<b>Transportation</b>		
Delivery/Pickup Minimum Lexington	Minimum	\$15.00
Delivery/Pickup per box	Per Box	\$1.50
Special Delivery Normal Working Hours	Minimum	\$80.00
Special Delivery after Working Hours	Minimum	\$130.00
*Fuel Surcharge may apply and/or Logistic Partnership Courier may be used		
<b>Services</b>		
New Box Entry	Per Box	\$2.00
Refile Box	Per Box	\$2.00
Refile File	Per File	\$3.00
Access Box	Per Box	\$2.00
Access File	Per File	\$3.00
Access Request (File Not Found)	Per File	\$3.00
Access Box for Destruction	Per Box	\$2.00
Access Box for Permanent Removal	Per Box	\$2.00
Permanent Relocation Fee	Per Box	\$2.50
Access File for Permanent Removal	Per File	\$3.00

SAF - Scan on Demand (SOD) File Search	Per File	\$2.50
SCR – Scan Rush	Per Scan Request	\$25.00
SWB – SOD Black and White	Per Page	\$0.12
SGR – SOD Grayscale	Per Page	\$0.15
SCL – SOD Color	Per Page	\$0.20
<b>Miscellaneous – Destruction</b>		
Destruction Charge for 1.00 Cubic Ft Box	Per Box	\$2.50
Destruction Charge for 1.20 Cubic Ft Box	Per Box	\$2.50
Destruction Charge for 2.00 Cubic Ft Box	Per Box	\$5.00
Destruction Charge for 2.40 Cubic Ft Box	Per Box	\$6.00
Destruction Charge for 3.60 Cubic Ft Box	Per Box	\$10.50
<b>Miscellaneous-Labor</b>		
EPH - Hourly Labor	Per Hour	\$35.00
<b>Miscellaneous-Monthly Maintenance</b>		
Envision Web User and Security Fee	Per Month	\$10.00
<b>Product Sales</b>		
Purchase 1.2 Cubic Foot Box and Lid	Per Box	\$2.75