

STORAGE SERVICES AGREEMENT

Intermountain Record Center, Inc, (hereafter referred to as IRC) a corporation organized under the laws of the state of Wyoming with its principle place of business at 3765 Airport Parkway, Casper, Wyoming agrees to furnish _____ (hereafter referred to as client) storage and retrieval services subject to the terms and conditions set forth in this agreement.

1. INDEPENDENT CONTRACTOR

IRC is performing the services as described hereunder as an independent contractor and not as an employee, agent, partner or joint venture with the client. It is understood and agreed that each party, together with it's agent, servants and employees, is at all times acting as an independent corporation and that neither has any express or implied authority to assume or create any obligation or responsibility on the behalf of or in the name of the other party.

2. TERM/TERMINATION

- A. This agreement shall become effective and binding on the parties upon execution. This agreement shall remain in effect for a term of twelve (12) months, beginning on the date signed below, with automatic renewal for successive terms of one (1) year until either party shall cancel or amend the agreement as provided herein. Amendments must be signed and dated by both parties and made a permanent attachment to this original document.
- B. Either party may terminate without cause upon thirty (30) days written notice.
- C. Any breach of provisions of this agreement between either party may constitute grounds for immediate termination of this agreement by the aggrieved party.

3. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforce as so limited.

4. SCOPE OF SERVICES

- A. IRC agrees to store client records in 12X15 inch standard record storage boxes at IRC's facility located at 3765 Airport Parkway, Casper, Wyoming. These records will be stored, labeled and tracked within the facility in order to accommodate a request for the information within one (1) hour. The facility will be maintained and operated to assure confidentiality, security and safety of client records. The client retains custody of the records stored in the facility.
- B. IRC will be responsible to storage, maintenance and distribution of client records back to client's authorized personnel. No records submitted for storage are allowed to leave the premises without express written request from the master client contact. Copies of the records may be distributed to authorized client representatives as per and via the client's written specifications. Account specifications are attached to this agreement.

5. RATES/PAYMENT

- A. The client agrees to pay for available services at the rates in the attachment to this agreement. The rate sheet governing this agreement shall be dated and signed by both parties.
- B. The client will be given sixty (60) days after a rate increase notice to extend this contract at the new rates or notify IRC that they will remove their records from our facility. IRC requires a thirty (30) day notice to out-process records from our facility.
- C. Clients will be billed monthly for services provided. Storage services are prepaid monthly. Documentation and billing of additional service requests during the previous month will be included with the monthly invoice. Payment terms are NET 10.
- D. Additional IRC services are available without notice after authorization for the additional services has been received. These services include transferring the records from storage to microfilm production, digital production or destruction.

6. INSURANCE AND INDEMNIFICATION

- A. IRC agrees to procure and maintain such policies of general liability and other insurance as shall be necessary to insure any claim or claims for damages arising in connection with performance of its duties under this agreement. Certificates evidencing said insurance policies will be provided to client upon request.
- B. IRC hereby indemnifies and hold the Client harmless for and against any and all liabilities, losses, damages, claims, causes of actions of third parties and expenses to have been caused.

7. LIMITATIONS OF PROFESSIONAL LIABILITY

- A. With regard to the services to be performed by IRC pursuant to the terms of the Agreement, IRC shall not be liable to the client or to any entity or person who may claim any right due to his relationship with the client for acts or omissions, excluding those involving breaches of confidentiality, in performance of said services on the part of the agents or employees of IRC.
- B. The Client shall hold IRC free and harmless of from any obligations, costs, claims, judgements, attorney's fees and attachments arising from or growing out of the services rendered to the client pursuant to the terms of this Agreement or in any way connected with the rendering of said service with the exception of any actions brought about by breaches of confidentiality on the part of IRC agents or employees.

8. CONFIDENTIALITY

IRC shall comply with the confidentiality policies of the Client, and State and Federal statutes concerning confidentiality and assures the Client of the strictest confidential treatment of Client records and information for all and any verbal or written communications, "harmless" conversation and/or from any claims or liability whatsoever, including costs and reasonable attorney's fees, resulting from the failure of IRC or any of its employees or agents from complying with the representations and agreement contain herein. All records shall be stored in a secured area. Access to these areas is limited to IRC employees that have signed a confidentiality statement. Any clients requiring to view the secured area prior to contracting the IRC for their storage needs shall be accompanied by IRC management personnel and will at no time be left unattended in the area.

9. ASSIGNMENTS

This agreement shall not construed as permitting assignment of any right or obligation hereunder, and such assignment by either party is prohibited without express written consent of either party.

10. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Wyoming.

11. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and there are not other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. NOTICES

All notices required or permitted under this Agreement shall be in writing shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows.

Client: _____

Address: _____

City/State/Zip: _____

ATTN: _____

IRC	Intermountain Record Center Inc 3765 Airport Parkway PO Box 2770 Casper, WY 82604 Mills, WY 82644
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Agree this _____ day of _____, 200__

For Client By _____

NAME	TITLE
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For IRC By _____

Janie Wait, CRM, MBA	Director of Marketing	President
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