



**Storage Terms and Agreement**

**Agreement No.** \_\_\_\_\_

The Depositor identified below has read and understands the attached terms and conditions. Acceptance by the PRO-TEK Vaults division of LAC Group ("PRO-TEK") of all Depositor films for storage in the PRO-TEK Film Vault ("Vault") or performance of related services during the term of this Agreement shall be subject to these terms and conditions. This Agreement shall become effective on the earlier of (i) the date of the signature of the last party to sign, or (ii) the first date on which Film belonging to Depositor is accepted by PRO-TEK for storage or other services as provided herein ("Effective Date").

These terms and conditions constitute the entire agreement between the parties. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by either party hereto, except as specifically set forth herein. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

**IMPORTANT NOTICE:** PRO-TEK WILL, UNDER NO CIRCUMSTANCES, ACCEPT NITRATE-BASED FILM FOR DEPOSIT. DEPOSITOR WARRANTS AND COVENANTS THAT IT WILL SUBMIT NO FILM HEREUNDER THAT IS NITRATE-BASED AND AGREES THAT IN THE EVENT IT DOES, DEPOSITOR WILL INDEMNIFY PRO-TEK AGAINST ANY LOSSES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL LOSSES AND LOST PROFITS), EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES AND EXPENSES), OR DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, AND PUNITIVE DAMAGES) ARISING FROM PRO-TEK'S ACCEPTANCE AND DEPOSIT OF SUCH FILM.

<b>Customer Name:</b>	_____
<b>Contact Name:</b>	_____
<b>Contact Title:</b>	_____
<b>Signature:</b>	_____ <b>Date:</b> _____
<b>Billing Address:</b>	_____
	<b>City</b> _____ <b>State</b> _____ <b>Zip</b> _____
<b>Phone(s):</b>	<b>Telephone:</b> (_____) _____ <b>FAX:</b> (_____) _____
	<b>Cell:</b> (_____) _____ <b>Other:</b> (_____) _____

<b>PRO-TEK/ LAC-Group</b>	
<b>V.P. :</b>	<b>TOM REGAL</b>
<b>Signature:</b>	_____ <b>Date:</b> _____

**1. AGREEMENT TERM / AMENDMENTS.**

The term of this Agreement shall be from the Effective Date until it is terminated as provided herein. This Agreement may be amended only by a written agreement signed by an officer of PRO-TEK and an authorized representative of Depositor.

**2. FILM.**

When used in this Agreement, "Film" shall mean non-nitrate based black-and-white or color film, or videotape, in such formats as PRO-TEK may specify from time to time. Depositor acknowledges that film submitted pursuant to this Agreement ("Film") is accepted by PRO-TEK without knowledge of its condition or its identity at the time of delivery, the manner in which it was processed or treated, or the conditions under which it was previously used or stored. Depositor, therefore, agrees that in any action against PRO-TEK, Film shall be presumed (i) not to have changed or deteriorated while in the possession or under the control of PRO-TEK, and (ii) for purposes of PRO-TEK's delivery to Depositor, to be the Film submitted by Depositor if it is in a container stored hereunder (a "Container") bearing the Title and related Reel or Identification Number marked on such Container at the time PRO-TEK accepts such Container for deposit or redeposit as provided herein, either expressly or by reference to the PRO-TEK Identification number placed on such Container by PRO-TEK. Depositor further agrees that the presumptions described in clauses (i) and (ii) above shall not be rebutted unless clear and convincing evidence to the contrary is adduced supporting any such rebuttal. It is further expressly agreed, without limitation, that (a) the Depositor records concerning Film, and testimony of persons under the control of or employed by Depositor, shall not be sufficient to overcome such presumptions, and (b) any other evidence respecting delivery of Film to the contrary notwithstanding, delivery by PRO-TEK of Film in accordance with this Agreement shall constitute authorized delivery if (i) such Film delivered is in a Container bearing the Title and related Reel or Identification Number marked on such Container at the time PRO-TEK accepts such Container for deposit or redeposit, (ii) such delivery is made pursuant to an authorized withdrawal, and (iii) such delivery is made to an authorized representative as provided herein

**3. SUBMISSION OF FILM.**

(a) All Film submitted by Depositor for deposit or redeposit must be physically received by PRO-TEK as indicated by PRO-TEK's authorized signature on the shipping documents or PRO-TEK work order. After receipt, PRO-TEK will verify the number of Film elements submitted and establish an inventory record for each Film element or group of related elements. Depositor may, at its option, arrange with PRO-TEK to observe the verification process. Whether or not Depositor observes the verification process, all Film is submitted subject to PRO-TEK's verification, and PRO-TEK's records regarding the number and character of the Film elements submitted shall be presumed accurate and correct in the event of a disagreement between Depositor's records or shipping documents, and PRO-TEK's records..

(b) PRO-TEK shall, under no circumstances, have any obligation or incur any liability for Film submitted by Depositor until completion of verification as provided herein.

(c) Since PRO-TEK accepts film Containers without verifying that their contents are as specified by Depositor on the Container or in accompanying documents, PRO-TEK's acknowledgement of receipt of Containers shall, under no circumstances, constitute evidence that the actual contents of such Containers, as received by PRO-TEK, are as specified by Depositor. PRO-TEK may, however, in the course of its verification and subsequent handling of the Film, discover that the actual contents of a Container are not as specified by Depositor. In such event, PRO-TEK's only obligation is to provide Depositor with notice of that fact within a reasonable time of such discovery.

(d) All Film must be submitted for deposit in either standard, rust-free, round metal motion picture film containers or polystyrene or polypropylene plastic film containers, or such videotape containers as PRO-TEK may approve from time to time.

**4. WITHDRAWAL OF FILM.**

(a) Depositor may withdraw any part or all of Film from the Vault at any time, but any withdrawal must be made using a Film withdrawal form or other author

izing documentation reasonably acceptable to PRO-TEK which has been signed by an authorized representative of Depositor.

(b) Prior to delivering Film being withdrawn, PRO-TEK may, at its option, require payment of all past due storage and service charges or fees for Film, withdrawal charges, delivery expenses, if delivery is to be at any location other than at PRO-TEK's offices, and any amount due PRO-TEK pursuant to the indemnification provisions herein.

5. **FILM SERVICES.** PRO-TEK may provide, at Depositor's option, film cleaning, repair and related services. PRO-TEK will exercise reasonable care in the performance of such services. Except for its duty of reasonable care, PRO-TEK disclaims all other warranties related to the performance or results of its performance of such services.

6. **OWNERSHIP OF FILM.** Depositor warrants that it, or its agent, is lawfully in possession of and authorized to deliver all Film provided to PRO-TEK pursuant to this Agreement for deposit in the Vault. Depositor agrees to indemnify PRO-TEK against all costs and expenses (including without limitation reasonable attorneys fees and expenses), and damages that PRO-TEK incurs, or has assessed against it, as a result of any claim or litigation challenging Depositor's right to possess or authority to deposit the Film.

7. **LIMITATION OF LIABILITY.**

(a) Depositor acknowledges that PRO-TEK carries no insurance on the Film and agrees that PRO-TEK's liability hereunder is limited as provided in this Agreement. Consequently, Depositor agrees that it has the responsibility for obtaining insurance on the Film and that its failure to do so shall not be a basis for seeking recovery from PRO-TEK beyond that expressly provided herein in the event of loss of Film or change in, deterioration of or damage to the Film. Furthermore, if Depositor obtains insurance on the Film, Depositor shall notify the carrier of PRO-TEK's limitation of liability as set forth herein. Depositor hereby waives, on behalf of itself and its insurers, any claims that either may have against PRO-TEK for loss or damage resulting from perils covered by the standard form of Fire and Extended Coverage Insurance. If required by Depositor's insurance policy conditions, Depositor shall secure from its insurer a Waiver of Subrogation endorsement.

(b) Anything to the contrary contained herein notwithstanding, PRO-TEK shall not be liable for any loss, injury, or damages, except to the extent such loss, injury, or damages are caused by PRO-TEK's failure to exercise such care in regard to Film as a reasonably careful person would exercise under like circumstances, in each case as determined in accordance with the terms, conditions, and presumptions set out herein. In furtherance of the above limitation on PRO-TEK's liability, Depositor specifically agrees that PRO-TEK shall not be liable for loss of Film or change in, deterioration of, or damage to Film resulting from: Acts of God, seizure or other acts of civil or military authority, insurrection, riot, strike, war, or other occurrences beyond PRO-TEK's control; Film packaging, Film aging, including but not limited to, changes in color, fading, staining, or deterioration of, or changes in the base; or variations in the conditions in the Vault which occur for any reason other than PRO-TEK's failure to exercise reasonable care, as described above, including, but not limited to, fire, water leaks, equipment malfunction, or power loss. Depositor agrees that PRO-TEK shall be deemed for all purposes to have exercised such care as a reasonably careful person would exercise under like circumstances if PRO-TEK has exercised at least as much care as is commonly exercised by any substantial portion of persons in the business of providing film storage for the public in the Los Angeles area. In addition to the above, PRO-TEK shall in no case be liable for any loss, injury, or damages unless Depositor shall have submitted a written and detailed demand with respect thereto to PRO-TEK within one year of the time Depositor knew or reasonably should have known of the actual occurrence of such claimed loss, injury, or damage. Depositor further agrees that no action or litigation against PRO-TEK arising out of or relating hereto may be commenced more than six months after such detailed written demand shall have been delivered to PRO-TEK at the address as provided herein.

(c) **IN NO EVENT SHALL PRO-TEK BE RESPONSIBLE OR LIABLE TO DEPOSITOR FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, THE VALUE OF THE FILM, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE PROVIDED FOR UNDER THIS AGREEMENT, OR FOR TERMINATION OF THIS AGREEMENT AS PROVIDED HEREIN, EVEN IF**

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PRO-TEK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

(d) DEPOSITOR AGREES THAT THE FILM IS DEPOSITED WITH PRO-TEK AT DEPOSITOR'S RISK AND THAT PRO-TEK'S LIABILITY TO DEPOSITOR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY DELIVERY OR TRANSPORTATION THEREOF) SHALL IN NO EVENT EXCEED THREE HUNDRED DOLLARS (\$300) FOR EACH CONTAINER OF FILM DEPOSITED IN ACCORDANCE WITH THIS AGREEMENT.

8. DEPOSITOR'S REPRESENTATIVES, AGENTS, AND ADDRESSES. Depositor shall provide PRO-TEK with the proper names and addresses of Depositor's authorized representatives and agents in writing, and if PRO-TEK gives notice or delivers Film to or accepts Film from persons so identified as directed by Depositor, Depositor shall be deemed to have authorized PRO-TEK's actions. PRO-TEK shall be under no obligation to deliver Film to any person claiming such Film on behalf of, or by assignment by, Depositor unless PRO-TEK is satisfied, in its sole and complete discretion, as to the authority and identity of the person making such claim. PRO-TEK shall be entitled to demand, and Depositor shall promptly furnish, such assurances and evidence as to the identity and authority of such person as PRO-TEK may deem necessary or appropriate in its sole and complete discretion.

9. CHARGES AND FEES. Charges for Film storage and fees for related services shall be as set forth in PRO-TEK's pricing schedule. Depositor may request that PRO-TEK deliver Film at PRO-TEK premises or at another location within a 30 mile radius of the Vault, and may provide to PRO-TEK at the time of such request the declared value of the Film for which such delivery is requested at such time; provided, however, that if such declared value is not so provided to PRO-TEK at such time, the declared value shall be deemed to be the declared value as stated in the work order or other documentation pursuant to which such Film was delivered to PRO-TEK. If PRO-TEK agrees to make such delivery, Depositor agrees to pay PRO-TEK's delivery fee..

10. CHARGE AND FEE CHANGES. PRO-TEK reserves the right to revise charges and fees from time to time. PRO-TEK will notify the

Depositor, in writing, of these changes in charges and fees.

11. PAYMENT OF CHARGES AND FEES. Depositor shall be invoiced for charges and fees accrued hereunder on a monthly basis or otherwise as charges accrue, and shall pay such invoices in accordance with the invoice.

12. LEIN/ABANDONED PROPERTY. PRO-TEK shall have a general lien against the Film at all times. Such lien shall secure the payment of all storage and service charges or fees for the Film and otherwise secure Depositor's performance hereunder. In the event of either nonpayment of any such amount, or failure of Depositor to comply with Paragraph 13 below, PRO-TEK shall have right, after reasonable notice, to sell or otherwise dispose of the physical elements of the Film with no intangible rights, such as copyrights, trademarks, or related rights, in any manner permitted by law, including without limitation, the procedures set forth under California Civil Code § 1851 *et seq.*, California Civil Code § 2081 *et seq.*, and California Commercial Code § 7209 *et seq.*

13. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other; and when such notice is given, Depositor shall withdraw the Film from the Vault prior to the expiration of this thirty (30) day period. Should Depositor fail to take delivery of the Film during such period, Depositor authorizes PRO-TEK to remove and return the film to the authorized representative identified by Depositor at Depositor's expense. Such removal and return of the Film shall be entirely at Depositor's risk and shall not subject PRO-TEK to any risk of loss or liability for any reason.

14. ASSIGNEE OBLIGATIONS. Depositor agrees that no assignment of any of its rights hereunder to any assignee shall be effective unless (a) PRO-TEK has been notified in writing of such assignment, (b) such assignee has complied with the terms of this Agreement as fully as though it were the Depositor, and (c) such assignee has executed and delivered to PRO-TEK a writing reasonably acceptable to PRO-TEK (as to form and substance) agreeing that such assignee is subject to all terms, conditions, restrictions, and presumptions of this Agreement.

15. OBLIGATIONS SURVIVING TERMINATION. Depositor's obligations which accrue prior to termination of the Agreement, including, but not limited to, obligations to satisfy unpaid invoices and to indemnify, shall survive termination. This Agreement shall inure to the benefit of PRO-TEK and Depositor, and their respective successors and assigns. Nothing contained herein shall be construed to benefit any third party.

16. NOTICES. All notices, requests and communications required pursuant to this Agreement must be in writing. They may be delivered personally or sent by facsimile, courier, or first-class or registered mail, postage prepaid. All such notices, requests and communications must be sent by Depositor to:

General Manager  
PRO-TEK Vaults  
3110 N. San Fernando Blvd.  
Burbank, CA 91504

and by PRO-TEK to Depositor's authorized representative at the address specified by Depositor.

GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. All such notices, requests, and communications shall be effective when received by the addressee thereof.

17. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Each party hereto irrevocably submits to the jurisdiction of the courts of California, of any United States District Court located therein, and of any federal appellate court reviewing any decision of any such District Court. Each party hereto hereby irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating hereto or to the transactions contemplated thereby.