

UNDERGROUND VAULTS & STORAGE, INC.
STORAGE LEASE AGREEMENT NUMBER 01-1218

UNDERGROUND VAULTS & STORAGE, INC. (hereinafter called Lessor) hereby leases to **Cleveland County Clerk, 201 S Jones Suite 210 Norman, OK 73069-6046** hereinafter called "Depositor") space in its records storage center at **3500 East Ave G Hutchinson, KS 67501** (hereinafter referred to as the "leased premises") in accordance with the attached Lease Rates, for a term of one (1) year, commencing July 1, 2026. Rent shall be invoiced in advance based on the selected billing term. ***Please indicate the billing term by circling one of the following options: Monthly / Quarterly / Semi-Annual / Annual***

Annual Contracts: At the conclusion of each term, the lease shall automatically renew for an additional year. The lease rate for the renewed term will increase by 12-month Consumer Price Index (CPI) rounded up to the nearest cent. This adjustment will take effect on the first day of the renewal month.

Monthly / Quarterly / Semi-Annual Contracts: At the conclusion of each one-year term, the lease shall automatically renew for an additional year. For leases with payment terms other than annual, the rental rate will increase annually on January 1st, by 12-month Consumer Price Index (CPI) rounded up to the nearest cent.

Service Rates will increase January 1st each year, by 12-month Consumer Price Index (CPI) rounded up to the nearest cent.

The Consumer Price Index (CPI) as used herein is the United States Department of Labor Bureau of Labor Statistics Consumer Price Index All Urban Consumers. Lessor agrees to perform services as requested by Depositor at Lessor's latest established service rate. The rights of the Depositor shall not be assigned, sublet, or in any way disposed of, without the written consent of Lessor.

If it is ever deemed necessary for additional rate increases beyond the 12-month CPI, Lessor will send written notification 60 days prior to the effective date of increase.

Invoices shall be due and payable within thirty (30) days from date of the applicable invoice. Amounts due and not paid within thirty (30) days after date of the invoice may bear interest at the rate of one and one-half percent (1.50%) per month, and may be responsible for reasonable attorney and collection fees for unpaid balances.

1. **Duration:** This agreement shall automatically renew for successive terms of one (1) year until either party shall cancel it by giving to the other written notice of its election to cancel, at least sixty (60) days prior to the expiration of the existing term.
2. **Untenable Clause:** (a) If, during the lease term the leased premises or any part shall be rendered untenable, a proportionate part of the rent, according to the extent of such untenability, shall be abated and suspended until the premises are again made tenable by Lessor. If in the opinion of Lessor or Depositor the leased premises cannot by reasonable efforts be restored to their former condition within sixty (60) days from the taking or damage, either party may, upon notice to the other, given within ten (10) days after the taking or damage, terminate this lease contract as of that date.

(b) If the leased premises or any part of Lessor's records storage center, should be damaged (reasonable wear and tear excepted) as a result of the negligence of Depositor, its agents, deputies or employees, any such damages shall be the sole responsibility of Depositor. Depositor shall immediately initiate proceedings to restore such leased premises and/or records storage center to their former condition.

3. **Authorized Agent:** The authority of any agent of Depositor to store, inspect or to withdraw material or property stored shall be provided to the Lessor either in electronic form via a secure customer portal, or in writing upon a form supplied by Lessor. Depositor will promptly notify Lessor in writing of the termination or revocation of the authority of any agent. It is understood that, in all events, no agent of Depositor will be permitted access to the records stored for Depositor without proper authorization.

4. **Forbidden Storage:** Depositor warrants and agrees that any article tendered for storage shall not consist of narcotics, explosives, radioactive material or other hazardous articles, nor will it use the facilities for any illegal purposes.
5. **Access:** Subject to the provisions of paragraph three (3) Depositor shall be entitled to reasonable access to the records storage center for the purpose of storing, inspecting or withdrawing articles stored. Access is available 24 hours per day, 7 days a week. However, access apart from Lessor's operating hours, will involve additional charges. Lessor shall not be liable for inability to provide such access caused by Acts of God, the public enemy, labor disputes, riots or any other cause beyond its control.
6. **Depositor's Default:** If rental remains unpaid for a period of thirty (30) days after it shall have become due and payable, Lessor may terminate this agreement upon thirty (30) days' written notice to Depositor by mail to Depositor at its address above. In addition, if at any time rental, or other charges are due but unpaid, Lessor may refuse Depositor or its agents access to material stored, and may unconditionally retain all property or material stored if outstanding balances remain unpaid for a period of one-hundred-twenty (120) days. Lessor reserves the right, upon thirty (30) days' written notice to Depositor, to remove or otherwise dispose of such property, in which event Lessor shall not be liable for any loss or damage whatsoever to such property. Depositor may redeem such property and regain the right of access by paying in full charges due but unpaid, including but not limited to the following: rental, charges for services as invoiced, labor, insurance, etc., accruing during the period of nonpayment. This agreement will not preclude Lessor from any other remedies allowed by law to a creditor against a debtor for the collection from the Depositor all charges and advances which Depositor has expressed or implied contractually with Lessor to pay.
7. **Lessor's Liability:** (a) Lessor's liability for loss or damage from any cause shall commence when the property stored under this account is received by Lessor and shall continue and exist while such property is in the custody of Lessor. The parties acknowledge and agree that Lessor is not an insurer and that the relationship between Lessor and Depositor is one in which Lessor's liability is expressly limited. Lessor shall only be liable for direct physical damage to property stored resulting solely from Lessor's gross negligence or willful misconduct, and such liability shall be limited to the replacement cost of the affected container(s), expressly excluding any liability for the contents therein or any corresponding value. Depositor further agrees that for the purpose of determination of damage in the event of such liability, the maximum value of the material stored here under shall be limited to \$2.00 per cubic foot of hard copy material (including movie film and X-ray film) stored; \$25.00 per tape, cartridge or cassette of magnetic media stored; \$50.00 per container of 16mm or 35mm microfilm; \$50.00 per container with approximately 2,000 microfiche; and \$2.00 per cubic foot of storage area leased for miscellaneous personal property. Lessor's liability, if any in case of loss or damage from any cause shall be limited to said maximum value of material stored as noted above.
(b) Depositor acknowledges that Lessor does not provide insurance coverage for the property stored and that Depositor assumes all risk of loss or damage to such contents. Depositor may declare an excess valuation of the property stored for insurance purposes, which shall be attached to and made a part of this agreement. If coverage is provided by Lessor, Depositor shall pay a rate as set by Lessor for insurance to cover such excess valuation.
(c) In all other respects and to the maximum extent allowed by applicable law, Depositor agrees to save, indemnify, defend and hold Lessor harmless from any and all claims, demands, causes of actions, liabilities, or losses including those arising from or related to the property stored, whether such claims are brought by Depositor, its agents, employees, customers or third parties.
8. **Claims:** Any claims against Lessor must be made in writing and delivered to Lessor by registered mail no later than ten (10) days after return of stored property to Depositor, or ten (10) days after notice of claimed damages, whichever occurs first in point of time.

UNDERGROUND VAULTS & STORAGE, INC.
HUTCHINSON, KANSAS

BY *Jeff Ollenburger*
PRINTED Jeff Ollenburger
TITLE President
DATE 4/9/26

Cleveland County Clerk

BY _____
PRINTED _____
TITLE _____
DATE _____

Date: _____

By: _____
Chairman

By: _____
Vice Chairman

By: _____
Member

Attest: _____

By: _____
Deputy

By: _____
ADA



CLEVELAND COUNTY CLERK
2026 ANNUAL LEASE RATES
3500 EAST AVE G
HUTCHINSON, KS 67501

Economy Archives

Hard Copy Per Cubic Foot

\$3.84 per year

Environmentally Controlled Electronic Media / Micrographics
Vault

Per Cubic Foot

\$43.26 per year



2026 SERVICE RATES

Hutchinson Contact Info: 620-663-5434 or email RCHRequest@uvsinc.com
 3500 East Ave G, PO Box 1723 Hutchinson KS 67504-1723

SERVICES		DESCRIPTION
INPROCESS NEW RECEIPTS (Per Item)	\$2.68	Receive at dock, data entry, barcode, & shelve
RETRIEVAL (Per Item)	\$3.40	Receive request, pull items, verify, & prepare for shipping
REFILE (Per Item)	\$3.40	Receive at dock, verify, & return to inventory
DESTRUCTION - SHREDDING (Per Box)	\$10.30	Receive request, pull items, verify, destroy, & send COD
DESTRUCTION - NON PAPER MEDIA (Per Box)	\$25.75	Destruction of NPM. Additional \$10.30/box to pull & verify

MISCELLANEOUS FEES	
FREIGHT CHARGES	Cost +15%
POSTAGE	Cost +15%
RECORDS MANAGEMENT SERVICE LABOR (Per Hour)	\$66.95
PERM RECALL (Per Item)	\$3.09
FILE ADD (Per Item)	\$0.31
PHOTOCOPIES (Per Page)	\$0.50
FAX (Per Page)	\$0.50
SCAN AND E-MAIL (Per Page)	\$0.50
CONSULTATION SERVICES (Per Hour)	\$103.00
CANCELLATION FEE	\$50.00

EMERGENCY RETRIEVALS	
During Hours (2 hr delivery)	\$80.00
After Hours	\$250.00
WEEKEND/HOLIDAY	\$350.00

BOXES FOR PURCHASE	
LETTER/LEGAL (15"l x 12"w x 10"h)	\$3.24
MICROFICHE (15"l x 7"w x 4 3/4"h)	\$3.24
MICROFILM (15 1/2"l x 12"w x 4"h)	\$3.24

COURIER FEES (PER ITEM)	LOCAL	HUTCH-WICHITA
1-300 ITEMS	\$1.00	\$1.25
301+ ITEMS	QUOTE	QUOTE
KD BOXES	\$0.10	\$0.10
MINIMUM COURIER FEE	\$25.75	\$25.75

\$2 Fuel Surcharge will be applied to all Courier Fees