On-Site Media Storage Agreement

The Content Cafe Garage · [Business Legal Name] · [Business Address]

Draft template. Have a licensed attorney in your state review before use.

This agreement is between [Business Legal Name], doing business as The Content Cafe Garage ("CCG"), and the person or business named below ("User"). It governs User's use of CCG's on-site storage for media files and data ("Stored Data"), such as audio, video, photos, project files, and related material that User records or creates at CCG.

1. User details

User / business name	
Contact name, phone, email	
Project or account name	
Storage allotment or limit	
Fee (if any)	
Start date	

2. What the service is

CCG provides a convenient place to drop and temporarily hold files created during a session at CCG. The storage is a convenience service. It is **not** a backup, archive, or secure vault, and it is not a substitute for User keeping their own copies.

3. User keeps the original

User must keep at least one complete copy of all Stored Data somewhere other than CCG's storage. Do not treat CCG as the only place your files exist. CCG does not guarantee that any file will be recoverable.

4. Ownership and license

User owns the Stored Data and all rights in it. User gives CCG only the limited permission needed to receive, hold, copy, transfer, and delete the files as this agreement describes. CCG claims no right to use, publish, or share the Stored Data.

5. Privacy

CCG does not intend to open, view, listen to, or review the contents of Stored Data. However, CCG's staff or systems may access file names, sizes, dates, and storage activity, and may access contents when:

- Required by law, court order, subpoena, or a request from law enforcement
- CCG has a reasonable belief that Stored Data contains prohibited content (see section 6)
- Needed to maintain, repair, secure, or troubleshoot the storage system
- User asks CCG to access or transfer the data

CCG will make reasonable efforts to limit access to what is necessary.

6. Prohibited content

User promises that Stored Data does not and will not include:

- Content that is illegal to possess or distribute, including child sexual abuse material or non-consensual intimate imagery
- Content that infringes copyright, trademark, or other rights, or that User does not have a legal right to hold or distribute
- Stolen, hacked, or illegally obtained data, including personal data of others obtained without authorization
- Malware, viruses, or tools designed to attack systems
- Content that threatens, harasses, defames, or promotes violence against any person or group
- Content that violates any other law or CCG's Acceptable Use Policy

User also promises that User has all permissions, licenses, and releases needed for the content, including from anyone appearing or heard in it, and that the content is lawful in the places where User will use it.

7. CCG's right to act

If CCG reasonably believes Stored Data violates section 6 or exposes CCG to legal risk, CCG may, without notice and without liability to User:

- Suspend User's access
- Remove or quarantine the data
- Preserve the data and disclose it to law enforcement or other authorities as required or appropriate
- End this agreement and refuse future service

CCG will report certain illegal content, such as child sexual abuse material, to the authorities as required by law. CCG has no duty to monitor Stored Data and its decision not to review it does not create any obligation to detect violations.

8. No liability for Stored Data

Stored Data is held **as is** and **at User's own risk.** To the fullest extent permitted by law, CCG and its owners, employees, and contractors are not responsible or liable for:

- Loss, deletion, corruption, or damage to Stored Data, however caused, including hardware failure, software error, power loss, human error, theft, fire, flood, or cyberattack
- Unauthorized access or data breaches
- Delay or inability to access or retrieve Stored Data
- Any lost income, lost opportunity, or other indirect or consequential damages arising from loss of or inability to use Stored Data

CCG makes no warranty about the security, availability, durability, or confidentiality of the service. If a court finds CCG liable despite this section, CCG's total liability is limited to the fees User paid for the storage in the [3] months before the claim, or [$____] if no fee was charged, to the extent the law allows.

9. Indemnification

User agrees to defend and reimburse CCG and its owners, employees, and contractors for any claims, losses, legal fees, fines, or costs arising from Stored Data, including claims that it violates the law or anyone's rights, or from User's breach of this agreement.

10. Retention and deletion

Unless the parties agree otherwise in writing:

- Stored Data may be kept for up to [30 / 60 / 90] days after the last session or last access.
- CCG may delete Stored Data after that period, or sooner if the storage is full, without further notice beyond [one reminder by email or text].
- User may request deletion at any time, and CCG will delete the data within a reasonable time. Backup copies, if any, may remain for a limited period.
- When this agreement ends, User must retrieve Stored Data within [14] days. After that, CCG may delete it without liability.

11. Retrieval

User may retrieve Stored Data during CCG's available hours by [bringing their own drive / network transfer / other method approved by CCG]. CCG may require identity verification before releasing data. CCG may hold data until all fees owed are paid.

12. Fees

User agrees to pay any fee shown above, due [at signing / monthly / per session]. CCG may change fees with [30] days' notice. Non-payment may result in suspension or deletion under section 10.

13. Security practices

CCG will use reasonable, commercially practical measures to protect the storage, but cannot promise it will be free of risk. User is responsible for the safety of their own credentials and for **not storing** highly sensitive material, such as financial account numbers, government identification numbers, medical records, or other regulated data, unless CCG has agreed in writing.

14. Ending this agreement

Either party may end this agreement at any time with written notice. CCG may end it immediately for any breach, including a violation of section 6. Sections 4, 5, 8, 9, and 10 survive termination.

15. General terms

This agreement, together with CCG's Acceptable Use of Internet & Network Policy and any other signed CCG agreement, is the entire agreement for the storage service. It may be changed only in writing. It is governed by the laws of [State]. If any part is unenforceable, the rest remains in effect.

16. Signatures

By signing below, User confirms they have read and understood this agreement, including that CCG is not liable for loss of data and that User must keep their own copies.

	User	CCG representative
Printed name		
Signature		
Date		