



**AGREEMENT** - As used in this agreement, (except for the Appointment of Deputy section on page 1), "you" and "yours" mean the Renter(s) named on page 1, the persons they may represent, and any deputy or authorized legal representative of the Renter(s). This agreement is a lease, and does not create a bailment between us. You agree this lease will be governed by the law of the State in which the safe deposit box is located.

**DUTIES** - We will use reasonable and ordinary care and diligence to prevent anyone other than you from opening your safe deposit box, amending or cancelling this lease, or surrendering and exchanging your safe deposit box. We will not be responsible for any of your losses from fire or other natural causes, or from theft, embezzlement or any other cause, unless we fail to use reasonable care in preventing these occurrences.

The safe deposit box is your leased property, and you have control over and are in possession of your safe deposit box and its contents. We have no knowledge of the contents in your box, and we will not supervise the deposit or removal of these contents. You agree not to store anything in your safe deposit box that is inherently dangerous to nearby persons and property.

When you demonstrate that you left certain property in your safe deposit box, and you subsequently entered it and found any of this property missing, this evidence does not: (1) raise a presumption that the property was lost by us; or (2) put on us the burden of proving that the loss was not from our negligence.

**ACCESS** - We have given you keys which will open your safe deposit box, or you have personally set the combination to your safe deposit box. We will not accept custody of these keys or the combination from you or someone acting on your behalf while this lease is in effect. If you lose one or all keys or the combination, then you will give an immediate written notice of this loss, and without delay bring in the remaining key(s), if any, to open the safe deposit box. You agree to pay all expenses of opening your safe deposit box, changing the lock and replacing the keys. You will pay us for these expenses when we request payment.

Our vault in which your safe deposit box is located will be open during our usual business hours of each business day. We may change these hours if we decide it is necessary to secure this vault during an emergency, like a fire or inclement weather, and when the vault doors and locks are malfunctioning. We are not responsible for any loss caused by any failure of the locks or doors on this vault.

We may refuse you entry into the safe deposit box when: (1) your rent or any other charge under the terms of this lease is past due; (2) we are served with an order or other legal process in which the court or other legal authority directs us to make this refusal or affects the contents of your safe deposit box.

We have no duty to determine the validity of any court order or legal process, so we are not obligated to compensate you for any damage or loss you have resulting from our compliance with this order, legal process, or the law. You agree to pay us for all our costs and expenses, including reasonable attorney's fees as permitted by law, because we become involved in any dispute (including lawsuits) about your safe deposit box or its contents. You will pay these costs to us when we ask you for them.

We may also refuse you access (to the extent permitted by law) into this safe deposit box on the death, incapacity, or bankruptcy of any renter, unless we: (1) open it to search for testamentary documents, to list its contents for tax purposes, or to accomplish any other purpose required or permitted by law; (2) are satisfied that you or a legal representative of you or your estate is qualified and authorized to enter this safe deposit box and remove its contents; and (3) receive satisfactory evidence that all federal, state or local requirements about notice, access into this safe deposit box, or withdrawing its contents have been met.

**DEFAULT** - You will be in default beginning with the first day after one or all of the following occurs: (1) you fail to pay the rent or other charges when due or fail to keep any other promise set forth in this agreement; or (2) you fail to surrender possession of this safe deposit box to us on the termination of this lease.

Other charges due under this lease may include the costs for forcibly opening your safe deposit box and replacing the lock and keys or resetting the combination, notary fees, notifying you, advertising, and selling or disposing of the contents of your box.

**REMEDIES** - If you are in default on this lease, we may: (1) immediately terminate this lease without notice to you; or (2) use any remedy we may have under state or federal law. In choosing any one or more of these remedies, we do not waive our later right to use any other remedy, nor do we waive your default, now or later.

You should correct this default within the statutory grace period, or if none, within 6 months after the date of default. After this grace period ends, we will mail a written notice (as required by law) to you about what we will do with your safe deposit box and its contents. The notice will request you pay the rent and charges due within the legally required period, or if none, 60 days after the date we mailed this notice. If you do not pay the amounts due within this period, we may act under law to forcibly open your safe deposit box, and to remove, inventory, and store its contents. We will store these contents for as long as the law requires, or if none, 90 days. If during this time you do not claim these contents and pay the rent and charges due, we may sell or dispose of these contents as required by law. After the sale or disposition, any proceeds will be used to pay the rent and other charges due. You will pay us any further amount needed to fully pay the amounts when we ask you to do so. On the other hand, if proceeds remain after paying the rent and other charges due, then this surplus will be disposed of under the law.

**NOTICES** - We will mail any notice to you to your latest address as shown on our safe deposit records. Unless we receive a written notice from you of your new address, your latest address, as listed on page 1, is the correct address for all purposes.

Each of you agrees to tell us in writing of the death, bankruptcy or incapacity of any of you before you seek to enter your safe deposit box.

We may change these rules and rental charges periodically. We will post the new rules and rental charges in the safe deposit box department for 30 days before the change takes effect and/or give such other notice as the applicable law may call for.

If you are a corporation, partnership, association or other organization, you will provide us with a statement from your board of directors or other governing board of your authority to enter into this agreement and the safe deposit box. If we request, you will do so on a form acceptable to us.

**TERMINATION** - We may end this lease by giving you a written notice 30 days before the lease ends. Within that time period, you will remove all the contents from this safe deposit box, and return to us its keys or combination. Then, we will refund any prepaid rent for the period remaining on this lease.

You may end this lease by giving us written notice, and simultaneously removing all of the contents from this safe deposit box, and returning to us its keys or combination. If you end this lease, we will not owe you refund of any prepaid rent.

**JOINT OWNERS**- If this safe deposit box is leased by more than one person, then you have a joint tenancy with the right of survivorship in the safe deposit box and the lease. The ownership of the lease will not affect the title to any contents of the safe deposit box. Each of you may enter into the safe deposit box, amend or cancel this lease, exchange or surrender the safe deposit box, or do anything else involving this safe deposit box. Any one of you may end the appointment of a deputy even though you are not the one who appointed that deputy. The death, bankruptcy, or incapacity of any one of you will not end the appointment of any deputy appointed by any of the rest of you. Upon the death of any one of you, each survivor, or any deputy appointed by a survivor, shall be permitted to open the safe deposit box, except as restricted by the law. If more than one of you survives, you shall remain as joint tenants with right of survivorship between you.