

# Safe Deposit Box Agreement

Effective 08/08/2019  
KeyBank National Association



Member FDIC

As used in this Agreement, "we", "us", "our" or "Bank" mean KeyBank National Association, Cleveland, Ohio. The terms "you", "your" and similar terms mean the Lessee(s) listed below and any person you authorize to act on your behalf. Both you and the Bank agree to the following terms and conditions concerning the safe deposit box(es) ("Box(es)") which you have leased from the Bank.

**1. Relationship.** You acknowledge that you are eighteen (18) years of age or older, and you agree that the relationship between the Bank and you is that of lessor and lessee respectively. The relationship is not to be construed as landlord and tenant, bailee and bailor or otherwise imply that the Bank is in control or possession of the rented Boxes and the contents therein. You assume all risks arising from the placing of all contents ("Contents") in a Box. In no event shall any officer or employee of the Bank be designated and/or considered as a deputy or agent of lessee.

**2. Liability.** You acknowledge that the contents of this Box are not insured by the Federal Deposit Insurance Corporation (FDIC). In addition, the Bank is not an insurer of the Contents and if you want insurance for the Contents of the Box, it shall be your sole responsibility. Furthermore, you agree and represent that the aggregate value of Contents in the Box will not exceed Twenty-Five Thousand Dollars (\$25,000) at any time. Notwithstanding any provision to the contrary, in no circumstances will KeyBank be liable for any loss in excess of Twenty-Five Thousand Dollars (\$25,000). You acknowledge that the Box is not water, fire or burglar proof. You agree that the use of any Box is at your sole risk. Neither the Bank nor its agents shall be responsible or held liable for any loss, damage, theft or other casualty of or to any Box, its keys or its contents thereof, unless such damage or loss is caused by the Bank's gross negligence or willful misconduct. The fact that any of the Contents may be missing shall not be taken as evidence of any negligence, unauthorized access, and/or of gross negligence or willful misconduct on the part of the Bank.

**3. Joint Lessees.** A Box leased in the name of two or more lessees constitutes a joint lease, giving each lessee full rights to the Box, including but not limited to, adding or removing contents of the Box and closing the Box. You acknowledge that the Bank does not offer Boxes on which two signatures are required for access to the Box, removal of Contents of the Box and/or closure of the Box. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if the Box purports to require two or more signers for such access, such provision is solely for your internal control purposes and not binding on us.

**4. Authorization Form/Signature Cards and Resolutions.** We are entitled to rely upon and treat as genuine the names, titles and signatures shown on any Safe Deposit Box Signature Card, Record of Access Cards or Agreement. If we require you to deliver certified copies of resolutions or other written documentation acceptable to us to open a Box we are entitled to rely upon such resolutions or other written documentation, without investigation by us. If you are a business client, you are required to complete the appropriate business resolution form granting certain individuals access to the Box on behalf of the business. For individuals, only the person(s) on the Bank's records as lessee(s) and an Attorney-in-Fact or Deputy duly authorized by such individual shall have access to the Box.

**5. Deputy/Attorney-in Fact.** No one under the age of eighteen (18) may be permitted to serve as a Deputy or Attorney-in-Fact. Deputies, Attorneys-in-Fact (and any legal representative) are appointed by you subject to this Agreement. You may revoke such appointment with written notification to the Bank. The Bank may continue to grant authorization to such Attorney-in-Fact, Deputy, or legal representative, if it has received notification, and until it has reasonable time to act upon notification of the revocation. The Bank shall allow such Deputy(ies) and Attorney-in-Fact to exercise all powers you have under this Agreement, including accessing, closing, removing of any, or all, of the Box's Contents. You expressly authorize any Deputy, Attorney-in-Fact or other duly appointed legal representative access to the Box in the case of your bankruptcy, insolvency, incompetency or other legal incapacity. The Bank shall have no liability to you or to anyone else as a result of any action or conduct on the part of any Deputy(ies), Attorney-in-Fact or legal representative prior to the Bank's receipt of written notice of the termination or revocation of any such Deputy(ies)', Attorneys'-in Fact or other legal representatives' authority.

**Deputy.** You may appoint a maximum of two Deputies per Box by filling out and signing a form acceptable to the Bank. All owners of the Box will be bound by any actions taken by the Deputy in connection with the Box. The appointment of a Deputy ceases upon (1) the Bank's receipt of a written notice of the death of any Lessee and (2) after having reasonable time to act upon such notification.

**Power of Attorney/Attorney-in Fact.** A Power of Attorney gives a person you designate as your "Attorney-in-Fact" the power to handle your affairs on your behalf while you are alive. All owners of the Box will be bound by any actions taken by the Attorney-in-Fact in connection with the Box. We do not honor Powers of Attorney for businesses. For individuals, we reserve the right not to honor Powers of Attorney and will not honor a Power of Attorney unless it is in a form acceptable to us and/or in accordance with

state law. We will not honor Powers of Attorney that do not survive your disability or declared incompetence. If we decided to honor a Power of Attorney, we can later decide not to honor it any longer.

**6. Rent/Fees.** You agree to pay the rent for the Box in advance for a period of one (1) year and to pay a set-up fee. Subject to the Bank's right to require you to surrender your Box, your right to keep the Box will be extended automatically for additional one (1) year periods. Except for auto-debit customers, you will receive notice of payment due approximately one (1) month prior to the anniversary date of the Box rental. The rent amount is set by the Bank and may be adjusted at any time, without notice to you, provided that the rent will not be increased during the one (1) year term. If the Bank adjusts the rent amount, the new rent amount will be reflected in your annual bill or on your account statement. You may receive a discount on your annual rent by authorizing the Bank to deduct the rent from your checking account with the Bank. However, if you choose to receive an annual bill you will not receive the discount. In addition, for rent that is ten (10) days past due you will be assessed a non-refundable late charge.

**7. Failure to Pay Rent.** In the event you fail to pay the rent due for a period of thirty (30) days, the Bank has the right to deny any access to the Box until such time that all past due rent, late charges and other fees are paid in full. In certain instances, upon written notice to you, the Bank has the right to drill the Box open for failure to pay rent. The Bank will charge you for the cost to drill the Box, all past due rents and charges.

**8. Right of Set-Off.** By entering into this Agreement, you are authorizing the Bank to debit any deposit account you have with the Bank for the amount of any past due rent, late charge or other fees. Our rights under this section are in addition to any right of set-off we may have under applicable law. You agree that our right of set-off is not conditioned on, or limited by, the complete mutuality of the parties obligated on the debt and owners on your deposit account, the maturity of the debt, or the giving notice to you.

**9. Assignment/sublet.** You cannot assign or sublet the Box, or any part thereof.

**10. Keys to the Box.** You acknowledge that you received two (2) keys to the Box. You agree not to give your keys to any other person. You agree not to duplicate any keys provided to you under this Agreement. You must return both keys to the Bank when you surrender your Box. You must report the loss of one or both keys to the Bank immediately. If you lose one key, you must contact the branch to inquire about proper procedure for possible key replacement. If you lose both keys, the Box must be drilled open to replace the lock. You must pay all costs of drilling open the Box, replacing the lock and/or of replacing the keys.

**11. Contents.** You acknowledge that we have no knowledge of the contents of the Box(es).

You agree not to store in your Box any flammable, explosive, toxic or narcotic substances, or weapons, or anything which may become a nuisance to the Bank or to any other Box owner and other items prohibited for storage by law. You also agree not to store gold bullion or non-collectible domestic or foreign currency in your Box. Notwithstanding any other provisions of this Agreement, the Bank will not be liable for any loss, damage, theft or other casualty of gold bullion or non-collectible domestic or foreign currency for any reason.

The Bank reserves the right to drill and/or enter your Box if the Box itself is deemed to be unsecure in any way or if the contents create a nuisance. To the extent required by law, the Bank will give you written notice of such entry. The Bank will use safeguards, which, in the Bank's reasonable opinion are proper, to protect your Box.

**12. Access to the Box.** You may have access to your Box during usual business hours on the Bank's business days and under conditions and procedures as prescribed by the Bank. By signing this Agreement, you affirm that you have inspected the Box and that it is in good condition. You agree that you will not leave the Box unlocked or leave your key in the Box at any time. After accessing your Box, you are responsible for ensuring your Box is locked. The Bank has the right to close the vault containing the Boxes at any time, without notice to you. We reserve the right to change our access procedures, which may include signatures, fingerprinting, password, PIN, biometric devices, or any other methods we choose. The Bank may deny access to the Box(es) as permitted by applicable law, including but not limited to, any of the following cases: (a) at the death of the Lessee; (b) failure to pay rent; and (c) as described in Section 13 hereunder.

**13. Adverse Claims; Interpleader; Legal Process.** We need not honor any claim against or involving a Box unless we are required to do so by order of a court or governmental agency that has jurisdiction over us. This rule applies to any person asserting any rights or interest regarding a Box, including you and other persons who are authorized to access the Box. If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Boxes, we may refuse and/or restrict access to a Box and/or place a lock on the Box throughout the pendency of the claim, dispute, or legal proceeding. Access to a Box may be restricted or refused even though the restriction may have been due to inadvertence, error because of similarity of the names of owners or deputies, or other mistake. We also may act upon any notice of garnishment, levy, restraining order, injunction, subpoena or other legal process we reasonably believe to be valid, without independent verification by us. You agree that we are not liable for any damages or losses to you caused by the denial of access to the Box or action taken in response to legal process, as long as we acted in good faith. You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence, involving you or your Box. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting that amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of persons making adverse claims to your Box. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations. You agree that any costs associated with the action in interpleader may be charged against any Accounts you maintain with us.

**14. Death/Removal of Joint Lessee.** You agree to notify us in writing of the death of any other owner, Attorney-in-Fact, Deputy, or any other person having a legal right to access the Box. Removal of a joint Lessee, other than death, requires signatures of both Lessees. Each surviving or remaining Lessee shall retain access and all other rights under this Agreement notwithstanding the death or removal of a joint Lessee.

**15. Surrendering the Box.** You may, at any time, surrender your Box if (a) all the rent has been paid; (b) all keys are returned to the Bank; and (c) all Contents from the Box are removed. You shall not be entitled to any refund of rent paid in advance. The Bank has the right to terminate your use of the Box, at any time, and to require that you empty the Box and surrender it, with the keys. If the Bank requires that you surrender your Box, it will give you notice in writing.

**16. Change of Business or Location.** If the Bank should decide to discontinue offering safe deposit boxes for lease, your box may be closed and you will be notified in writing to the extent required by law. The Bank has the right to move your Box and its Contents to a new location without any liability for doing so, including but not limited to, loss or damage to any Contents. To the extent required by law, the Bank will give you written notice of a change of location.

**17. Right to Transfer Box.** The Bank may transfer its ownership of the Box to another bank or safe deposit company. The Bank shall give you written notice of such action.

**18. Change to Agreement.** The Bank has the right to amend this Agreement at any time without notice, including, but not limited to any adjustment to the Rent and fees. You agree to abide by this Agreement, as amended.

**19. Notices.** You are required to provide the Bank with updated information. If you change your address, you should notify the Bank immediately. Except as expressly set forth in this Agreement, all notices required to be given under this Agreement will be as required by law.

**20. Governing Law.** This Agreement is governed by the laws of the State where your Box is located and applicable federal law, but with respect to all fees and charges related to your Box, federal law alone shall control and shall be binding upon each Lessee, and on each Lessee's heirs, distributees, representatives, successors and assigns.

**21. Severability.** If any part of this Agreement is held unenforceable for any reason, the unenforceable portion of this Agreement will not affect the enforceability of the remainder of the Agreement, which will continue in full force and effect.

**22. No Waiver.** No waiver by the Bank of any breach or default under this Agreement will be deemed a waiver of any of the remainder of the Agreement, which will continue in full force and effect.

**23. Escheat.** You understand and agree that, should your box remain in a delinquent payment status or otherwise deemed abandoned as per state law, for a length of time designated by law, we may have to turn over the contents of the box to the state. You further agree that we continue to have a lien on all contents of the box for any rent or other amount that you may owe us.