



P.O. Box 5060
DuPont, WA 98327-5060
253-964-3113 • 866-968-7128
www.youracu.org

Safe Deposit Box Agreement

| | | | | |
|--------------------|--------------------|-----------------------|-----------------|-------------------|
| Renter | | Member Number | | |
| Address | | | | |
| Renter (Joint) | | Address | | |
| Renter (Joint) | | Address | | |
| Date Opened | Annual Rent | Number of Keys | Box Size | Box Number |
| | | 2 | | |

America's Credit Union ("Credit Union") will rent the Safe Deposit Box (Box) listed above to Renter(s). Renter(s) agrees to rent a safe deposit box from Credit Union under the terms and conditions contained on both pages of this Agreement. References herein to "Renter" shall apply to each and all Renters. The liability of each Renter is joint and several to extent permitted by law and any adult Renter is fully responsible for any minor co-renters.

1. Renter agrees to rules and regulations imposed by law or adopted by Credit Union, concerning: the means of access to any safe deposit box rented, occupied, or used by Renter, the disposition of the contents thereof, the identification of Renter, and any electronic records and signature procedures. Credit Union will deliver the number of keys listed above to Renter and permit access to the Box during all hours which Credit Union is open to the public for business. Credit Union may restrict access to its safe deposit vault and surrounding facilities at any time for scheduled maintenance, power outages or as reasonably determined by the Credit Union.
2. The Credit Union does not retain keys allowing us access to the box. Renter agrees not to duplicate any keys provided to Renter. Renter shall notify Credit Union immediately of the loss of any keys to the Box. If a key is lost at any time, Renters shall reimburse Credit Union for any costs associated with drilling and/or re-keying the Box. Credit Union will not be responsible for Renter's security or use of the Box keys.
3. Renter acknowledges that Credit Union has no knowledge of the contents of the Box. Renter shall be solely liable for the contents of the Box, unless Credit Union has permitted unauthorized access to the Box. In any dispute or question related to the contents of the Box, the burden of proof related to the existence of any contents is with Renter. The renter agrees to hold the Credit Union harmless from all damages, claims, costs and expenses of every kind, including reasonable attorney's fees, sustained, paid out or incurred by the Credit Union in any action or suit relating to the contents of the box.
4. Any Renter may appoint an agent or deputy by providing their information in the Authorized Agent section below or by executing an appointment or power of attorney that is acceptable to the Credit Union. An agent shall have the same right of access to the Box as Renter, and the Credit Union shall not be liable for any act of such agent with respect to the contents of the Box or any other matter. Any accepted power of attorney form shall remain in effect until the earlier of the date that the Credit Union receives written notice of revocation by the Renter or until Renter dies.
5. If there is more than one Renter on the Box, each person will have access to the Box. Each person on the Agreement is considered a Joint Renter. Each Renter is authorized and deemed to act for the other Renter(s). The Credit Union may accept instructions regarding the Box from any Renter. Each Renter will be liable for the full amount of payment due under this Agreement.
6. If Credit Union receives notice of any action or process against any person having a right of access to the Box, Credit Union may restrict access to the Box until such action or process is released. If Credit Union learns of any circumstances or conditions which shall in Credit Union's judgment make it reasonably possible that Credit Union will incur any liability if access to the Box is permitted, Credit Union may refuse such access without incurring any liability because of such refusal, until such possibility of liability has terminated, or until Credit Union is indemnified to its reasonable satisfaction against such liability, including the costs of any legal action involved.
7. The annual Rent may change from time to time at the Credit Union's discretion. The renter will be advised of any rate changes prior to the imposition of the rental fee change. Rate changes shall not affect any other term or the validity of this Agreement. All rents are payable annually in advance and must be made by direct debit from a Renter's account at ACU or another organization. Renter authorizes Credit Union to charge the amount of any rent to any account of any Renter. Credit Union may refuse access to the Box so long as any part of the rental remains delinquent. The waiver of Credit Union's right to refuse such access shall not constitute a waiver of any subsequent right so long as the delinquency continues. If Renter fails to pay the annual rental fee when due, Renter agrees to pay a late fee as set forth on the Credit Union's current Fee Schedule, which is incorporated herein.
8. In the event of such delinquency for a period of one year and following notice to Renter at the address designated on the books of Credit Union or otherwise delivering to Renter, Credit Union may open the Box forcibly, inventory, seal and remove the contents and hold the contents on special deposit and as security for the payment of all amounts owing to Credit Union. In the event Renter fails to pay all amounts due and any holding period required by law has expired, Credit Union is authorized to pay therefrom all unpaid rents, all expenses incurred in opening the Box and changing the lock and keys and all charges for the safekeeping of the contents after removal (including any brokerage or similar charges for sale of any of the contents), or to sell such contents, or a part thereof for that purpose, or to do any combination of the preceding acts. If Credit Union deems the contents of the Box to be of insufficient value to merit safekeeping, Credit Union shall have the right to dispose of the contents as Credit Union may deem proper without further liability.
9. Renter shall not assign or sublet the Box, or any part thereof, or permit the Box to be used for the deposit of any liquid or property of an explosive or offensive nature, including firearms and ammunition, or any property the possession of which is prohibited by local, state, or federal law, or which may be hazardous or a nuisance to Credit Union or any other tenant, or for any other purpose than the deposit of securities, documents, valuables, and other like property. Renter shall not attempt to duplicate a key.
10. If Credit Union uses reasonable care and diligence to prevent the admission of any unauthorized person to the Box, and to otherwise prevent loss from fire, water, fire suppression system malfunction, radiation, forces of nature or any other cause whatsoever, Credit Union shall not be responsible in any way for the Box or the contents thereof. An opening by an unauthorized person shall not be inferable from the loss or destruction of any contents of the Box.

11. Renter agrees to notify Credit Union of the death of any other Renter or person having a right of access to the Box. Credit Union may, in its sole discretion, refuse access to the Box after the death of any Renter or such person, except Credit Union may allow access requested by a deceased Renter's personal representative. In the event of a Renter's death if there is a co-Renter, the Credit Union may permit the co-Renter to continue to access and remove the contents of the safe deposit box notwithstanding any will.
12. Any Renter may terminate this Agreement at any time, but you will not be entitled to any rebate of rental for the unexpired period of the lease. Renter may terminate this Agreement only by delivering written notification of termination and all keys to the Box to Credit Union. Termination and release by any Renter releases the Credit Union from any claim by all renters.
13. Credit Union may, at any time, terminate the rental and possession of the Box by mailing to Renter at the address designated on the books of Credit Union or otherwise delivering to Renter or Renter's agent or legal representative a written notice. If we do so before the end of the rental period for any reason other than your breach of our agreement, we will refund you the portion of the rent paid for the unused remaining term of the lease. Renter will have thirty (30) days after receipt of such notice to remove all contents from the Box and return all keys to Credit Union. If Renter fails to do so, Credit Union may take action with respect to the Box as provided in this Agreement.
14. The Credit Union may amend this Agreement at any time by providing written notice to Renter. Any notice required to be given to Renter shall be sufficient if mailed to Renter, by ordinary mail, at the address appearing on the books of Credit Union relating to safe deposits, or if given, verbally or otherwise to any Renter, if there be more than one, or to any agent or representative of Renter. This Agreement is binding upon the heirs, executors, and administrators of Renter.
15. This Agreement is governed by the laws of the state of Washington. In the event either party brings an action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs for such action including any trial or appeal.

APPOINTMENT OF AUTHORIZED AGENT

The undersigned Renter(s) each hereby designate the following individual(s) to be Authorized Agents and have access to, and control of my/our Safe Deposit Box with America's Credit Union. This authority shall continue until revoked by any Renter. By signing below, the Authorized Agent agrees to all terms and conditions of this Agreement.

| | |
|----------------------------|------|
| Authorized Agent Signature | Date |
| Authorized Agent Signature | Date |

ACCEPTANCE OF SAFE DEPOSIT BOX AGREEMENT

By signing below, Renter(s) hereby rent Safe Deposit Box from America's Credit Union subject to the rules and conditions of this Agreement. I have read the above rules and conditions and agree to the same. I have also received the key(s) to the box. I authorize transfer of annual rental fee from the account number _____

| | |
|------------------|------|
| Renter Signature | Date |
| Renter Signature | Date |
| Renter Signature | Date |

RELEASE

The undersigned acknowledges that all property stored in the above numbered box has been withdrawn and hereby releases America's Credit Union from any and all liability or claims.

| | |
|--|------|
| Number of Keys returned to the Credit Union: | |
| Signature | Date |
| Verified by | Date |