



**Auburn University Credit Union**  
 P.O. Box 1610  
 Auburn, AL 36831-1610  
 Phone: 334-844-4120 / 888-899-2112  
 Fax: 334-844-4162  
 www.myaucu.org

**SAFE DEPOSIT BOX AGREEMENT**

NAME AND ADDRESS		MEMBER NUMBER		
DATE OF BIRTH		SOCIAL SECURITY NUMBER		
NAME AND ADDRESS				
DATE OF BIRTH		SOCIAL SECURITY NUMBER		
DATE OPENED	INITIAL RENT	NO. OF KEYS	BOX NO.	BOX SIZE

This Safe Deposit Box Rental Agreement ("Agreement") covers the rights and responsibilities concerning your Safe Deposit Box ("Box"). In this Agreement, the words "renter," "you," "your," and "yours" means anyone who signs this Agreement. The words "we," "us," and "our" means the Credit Union named above. Renter agrees to rent a safe deposit box from Credit Union under the terms and conditions contained in this Agreement, and in accordance with applicable law.

**Contents:** You will use the Box to store securities, documents, valuables, and other like property. You shall not allow the Box to be used for the storage of any improper items, including but not limited to any liquids, or any items of a combustible, explosive, toxic, hazardous, flammable, or otherwise dangerous or offensive nature, or any property the possession of which is prohibited by local, state, or federal law, or which may become a nuisance to us or to any other tenant. You acknowledge that we have no knowledge of the contents of the Box.

**Contents Not Insured:** The contents of the Box are not insured by us or by any private or government insurance program. If you wish to have the contents insured, you acknowledge and agree that you must arrange for insurance coverage through your own agent.

**Access to Box:** You and/or your duly appointed agent, deputy or representative will have access to the vault and Box during our normal business hours and as provided in this Agreement. You agree to abide by our security procedures, which we may change from time to time. Our security procedures may include requiring valid picture ID, signatures, fingerprints, passwords, PINs or any other methods we choose. We will notify you of any security procedures. If we cannot ascertain or verify your identity to our satisfaction, we may refuse to grant you access to the Box until such time as your identity is verified to our satisfaction.

We reserve the right to close the vault at any time without notice to you. If we are forbidden to allow the Box to be opened or accessed because of any court order or other legal action or process against any person having a right to access the Box, we may block access to all persons having such a right-of-access until such action or process is resolved. If under any circumstances we reasonably believe that we may incur any liability if we were to allow access to the Box, we may refuse such access without incurring any liability because of such refusal. Our refusal shall continue without liability until such possibility of liability has terminated, or until we are indemnified to our reasonable satisfaction against such liability, including the costs of any legal action involved.

Any appointment of a deputy, agent, or personal representative must be accomplished under the terms of this Agreement. Access may also be allowed to your estate or under other circumstances in accordance with applicable state laws and by following any procedures set forth in such applicable law.

If you are a corporation, partnership, association or other organization, you must provide us with proper documentation in a form satisfactory to us authorizing you to enter into this Agreement and/or to appoint an Agent.

**Joint Renters:** If this Agreement has two or more renters, you are each joint renters with right of survivorship with respect to the Box and this Agreement. This means that upon the death of any of the joint renters, the survivors will continue to have rights under this Agreement and access to the Box. This paragraph does not apply to the ownership rights of the contents of the Box or otherwise affect any right-of-access to the Box upon the death of a renter. You agree to notify us in writing of the death of any person having a right-of-access to the Box either as agent or joint renter. Each surviving renter shall retain access and all other rights under this Agreement notwithstanding the death of a joint renter.

**Keys and Access Devices:** You acknowledge receipt of keys to the Box. We do not retain any key allowing us access to the Box. You agree not to duplicate or attempt to duplicate any keys to the Box and you shall not give your key or other access devices to any unauthorized person; if you do so, we may terminate this Agreement. If you lose a key or otherwise forget any password, combination, personal identification number (PIN) or other method of obtaining access to your Box, you must notify us immediately. We reserve the right to change the lock and/or access codes, and to take whatever steps are necessary to secure the Box. You will pay the reasonable costs that we incur due to loss of the keys and/or access devices and you are responsible for all costs associated with opening the Box, including but not limited to, replacement keys and drilling fees.

**Rent & Renewal:** Rent shall be due and payable annually in advance on the anniversary date of this Agreement or at some other date we designate. We may withdraw the rent from your designated accounts unless you make other arrangements to pay the rent. The rate may change from time to time at our discretion. We will advise you of any rate changes prior to the imposition of the new rental fee. Rental fee changes shall not affect any other term or the validity of this Agreement. We may refuse access to the Box so long as any part of the rent remains delinquent. Any waiver of our right to refuse such access shall not constitute a waiver of any subsequent right so long as the delinquency continues. Refusal to pay rent shall be grounds for termination of this Agreement, in accordance with applicable state law. Subject to applicable law, this Agreement and your obligation to pay rent shall be considered as renewed from year to year until (1) all of the following has occurred: all contents of the Box have been removed; the keys returned to the Credit Union; and the Credit Union has been notified of the surrender of the Box; or (2) this Agreement is otherwise terminated under the terms contained herein or under applicable law.

**Assignment:** You shall not assign or sublet the Box, or any part thereof.

**Our Liability:** Our duty under this Agreement is limited to the exercise of ordinary diligence in preventing access of Box by unauthorized persons, and we shall not be held liable for the loss or alleged loss of the contents of the Box. Loss or disappearance of, or damage to, the contents of the Box shall not be evidence of unauthorized access nor shall it create a presumption that the Credit Union has not exercised ordinary diligence. We shall not be liable for loss by fire, theft, burglary, robbery, or any other cause unless we fail to exercise reasonable care. Under no circumstances will we be liable for any loss due to flood, forces of nature, or acts of God, or if we close our offices or otherwise restrict access due to an emergency.

You shall hold us harmless and indemnify us for: (1) all costs, payments, damages and expenses incurred by us for any reason as a result of any claim, lawsuit or other action related to the contents of the Box, (2) the payment of any tax or other fee or penalty imposed by federal or state law, and (3) a renter or agent of a renter's failure to comply with the terms of this Agreement.

**Termination:** Subject to applicable state law, we may terminate this Agreement with or without cause and require the surrender of the box, keys, and access devices by mailing written notice of such termination to one of the renters, deputies or authorized representatives. If upon termination you do not surrender the Box, keys and access device, we may take any action to the extent permitted by law including: (1) opening the Box forcibly, (2) removing the contents and holding the same on special deposit and as security for the payment of all amounts owing to us, (3) applying any security deposit to offset amounts you owe us, (4) returning any contents or proceeds of contents to you upon your written request except to the extent that we have a right to set-off unpaid rent and all our expenses incurred as a result of your default, (5) reporting your default to consumer reporting agencies, or (6) to do any combination of the preceding acts. All contents removed from the Box shall be retained by us for a specified period of time established by statutory authority after which time any unclaimed or abandoned contents shall be delivered to the appropriate state offices as provided by law. If the contents of the Box are deemed to be abandoned or unclaimed property under applicable state law at the time we terminate this Agreement, then our actions shall be in accordance with the applicable state laws pertaining to abandoned and unclaimed property.

**NOTICE:** Any notice required to be given to you will be sufficient if mailed to you, by ordinary mail (unless applicable law requires otherwise), at the address appearing in our records relating to safe deposits. If more than one renter has the same address, one notice can be sent addressed to all joint renters at that address. If a notice can be given verbally, it can be given to any renter, or to any agent or representative of renter.

---

**SIGNATURES**

---

By signing below, Renter(s) hereby agree to the terms and conditions of the Safe Deposit Box Agreement.

SIGNATURE	DATE
<b>X</b>	

SIGNATURE	DATE
<b>X</b>	

---

**RELEASE & TERMINATION**

---

By signing below, Renter(s) hereby terminate this Safe Deposit Box Agreement. Renter(s) acknowledge(s) that all property stored in the above-numbered box has been withdrawn, and that all keys and access devices have been returned to Credit Union, and hereby releases Credit Union from any liability or claims pertaining to or arising from the above-numbered box.

SIGNATURE	DATE
<b>X</b>	

SIGNATURE	DATE
<b>X</b>	