

# SAFE DEPOSIT BOX AGREEMENT

This Rental Agreement ("Agreement") covers the rights and responsibilities concerning your Safe Deposit Box ("Box") and the rights and responsibilities of the parties to this Agreement. In this Agreement, the words "renter," "you," "your," and "yours" means anyone who signs this Agreement. The words "we," "us," and "our" mean the institution named above on this Agreement.

**Contents:** You acknowledge that we have no knowledge of the contents of the Box. You will not permit the Box to be used for the deposits of any liquid or property of an explosive 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, or for any other purpose than the deposit of securities, documents, valuables, and other like property.

**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 understand you must arrange for insurance coverage.

**Keys and Access Devices:** You acknowledge receipt of keys to the Box. We do not retain keys allowing us access to the Box. You agree not to duplicate or attempt to duplicate any keys provided to you under this Agreement. If you duplicate or attempt to duplicate a key, 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 will notify us immediately. We reserve the right to change the lock and take whatever steps are necessary to secure the Box. You will pay the reasonable costs that we incur due to loss or your forgetfulness and are responsible for all costs associated with opening the Box.

**Rent:** The annual rent for the Box is based on the size of the Box. 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 changed rental fee. Rate changes shall not affect any other term or the validity of this Agreement. All rents are payable annually in advance. We may, but need not, charge the amount of any rent to any account of renter. We may refuse access to the Box so long as any part of the rental amount remains delinquent. Our waiver of our right to refuse such access shall not constitute a waiver of any subsequent right so long as the delinquency continues.

**Access to Box:** You will have access to the vault and Box as provided in this Agreement and according to our security procedures. We reserve the right to change our security procedures, which may include signatures, fingerprints, handprints, passwords, PINs or any other methods we choose. We will notify you of any security procedures. We reserve the right to close the vault at any time without notice to you. We do not have access to the Box or its contents except as provided in this Agreement, by law or otherwise ordered by a court or administrative order. If, by any action or process against any person having a right-of-access to the Box, we are forbidden to allow the Box to be opened, the Box may be closed to all persons having such a right-of-access until such action or process is released. If we learn of any circumstances or conditions which shall in our judgment make it reasonably possible that we will incur any liability if access to the Box is permitted, we also may refuse such access without incurring any liability because of such refusal, 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.

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

**Our Liability:** We will exercise reasonable care to prevent the admission of any unauthorized person to the Box, loss or damage caused by the failure of the doors or locks of the vault in which the Box is located to operate, wrongful acts of persons having a right-of-access, and to otherwise prevent loss from fire, water, fire suppression system malfunction, radiation, forces of nature, acts of God or any other cause whatsoever. We have no control or possession over the contents of the Box. We are responsible only for ordinary diligence in preventing access of the Box by unauthorized persons and shall not be held liable for the loss or alleged loss of its contents. Access of the Box by any unauthorized person shall not be inferred from loss or destruction of any of its contents.

You shall hold us harmless and indemnify us for all costs, payments, damages and expenses incurred by us for any reason as a result of any claim, lawsuit or other action related to: (1) 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.

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. 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.

**Death of Joint Renter:** You agree to notify us in writing of the death of any other 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.

**Agents:** Unless prohibited by applicable law, you may appoint an agent, deputy or attorney-in-fact or other representative "Agent" to act on your behalf with respect to the Box, the contents of the Box and this Agreement. The appointment must be made on a document provided by us and signed by all renters to this Agreement. Any renter may revoke the appointment. Your Agent will have all the powers granted to you in this Agreement except for the power to appoint or remove an agent, add or remove another renter, or terminate this account unless we specifically agree to different powers in the appointment.

If you are a corporation, partnership, association or other organization, you will provide to us a statement in a form satisfactory to us, indicating the authority to enter into this Agreement and to appoint an Agent.

**Our Rights Upon Termination:** If you do not pay the rent or this Agreement is terminated for any reason and you do not surrender the Box and keys and any other security device used to access the Box and if the property in the Box is not considered unclaimed or abandoned property as defined by applicable state law, 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. See O.C.G.A. § 44-12-209 below.

**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 on our books 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, if there are joint renters or to any agent or representative of renter.

**O.C.G.A. § 44-12-209**

- (a) If the rental due on a safe deposit box has not been paid for one year, the lessor shall send a notice by registered mail or statutory overnight delivery to the last known address of the lessee stating that the safe deposit box will be opened and its contents stored at the expense of the lessee unless payment of the rental is made within 30 days. If the rental is not paid within 30 days from the mailing of the notice, the holder shall provide written notification to the commissioner of the drilling date not less than 30 days prior to this time. The commissioner may designate a representative to be present during the opening of the safe deposit box. The safe deposit box shall be opened in the presence of an officer of the lessor. The contents shall be sealed in a package by the officer who shall write on the outside the name of the lessee and the date of the opening. If a will, codicil, trust instrument, or amendment to a trust instrument is among the contents of a safe deposit box, the officer shall remove such document from the safe deposit box for separate cataloging and packaging. The officer shall execute a certificate reciting the name of the lessee, the date of the opening of the safe deposit box, and a list of its contents. A separate certificate shall be executed for any will, codicil, trust instrument, or amendment to a trust instrument, which shall be packaged separately but shall be transmitted along with the package containing the remainder of the contents of the safe deposit box. The certificate or certificates shall be included in the package and a copy of the certificate shall be sent by registered mail or statutory overnight delivery to the last known address of the lessee. The package or packages shall then be placed in the general vaults of the lessor at a rental not exceeding the rental previously charged for the safe deposit box.
- (b) If the contents of the safe deposit box have not been claimed within two years of the mailing of the certificate, the lessor may send a further notice to the last known address of the lessee stating that, unless the accumulated charges are paid within 30 days, the contents of the safe deposit box will be delivered to the commissioner as abandoned property under the provisions of Code Section 44-12-214.
- (c) The lessor shall submit to the commissioner a verified inventory of all of the contents of the safe deposit box upon delivery of the contents of the safe deposit box or such part thereof as shall be required by the commissioner under Code Section 44-12-214, but the lessor shall not deduct from any cash of the lessee in the safe deposit box an amount equal to accumulated charges for rental but shall submit to the commissioner a verified statement of such charges and deductions. If there is no cash, or insufficient cash to pay accumulated charges, in the safe deposit box, the commissioner shall remit to the lessor the charges or balance due, up to the value of the property in the safe deposit box delivered to the commissioner, less any costs or expenses of sale; but, if the charges or balance due exceeds the value of such property, the commissioner shall remit only the value of the property, less costs or expenses of sale. Any accumulated charges for safe deposit box rental paid by the commissioner to the lessor shall be deducted from the value of the property of the lessee delivered to the commissioner.
- (d) A copy of this Code section shall be printed on every contract for rental of a safe deposit box.
- (e) If, after July 1, 2024, a will, codicil, trust instrument, or amendment to a trust instrument is separately packaged and transmitted along with the contents of a safe deposit box or other safekeeping repository and delivered to the commissioner, the commissioner shall:
  - (1) Retain each original will, codicil, trust instrument, or amendment to a trust instrument; provided, however, that, upon request, the commissioner shall:
    - (A) Deliver any will, codicil, trust instrument, or amendment to a trust instrument to the testator or settlor upon the presentation to the commissioner of satisfactory competent evidence of the identity of such testator or settlor;
    - (B) Deliver any will or codicil of a deceased testator to the probate court having jurisdiction of such testator's estate in the same circumstances under which a financial institution would deliver such will or codicil to such probate court pursuant to paragraph (1) of subsection (a) of Code Section 7-1-356 upon the presentation to the commissioner of satisfactory competent evidence of the death of the testator;
    - (C) Permit the removal of such will, codicil, trust instrument, or amendment to a trust instrument in the same circumstances under which a financial institution would permit the removal thereof pursuant to subsection (d) of Code Section 7-1-356; and
    - (D) Deliver any trust instrument or amendment to a trust instrument to the trustee of the trust upon the presentation to the commissioner of satisfactory competent evidence of the death of the settlor, satisfactory competent evidence of the identity of the trustee, and a certification of trust by the trustee made under oath and containing all of the information set forth in paragraph (3) of subsection (b) of Code Section 53-12-280;
  - (2) Upon request and upon payment of reasonable charges therefor, provide a true and correct photostatic or certified copy of:
    - (A) Any will or codicil to any person upon the presentation to the commissioner of satisfactory competent evidence of the death of the testator and satisfactory competent evidence of the identity of such person showing that, with respect to such will or codicil, such person is an interested person within the meaning of subsection (a) of Code Section 53-5-2 or is a registered claimant's designated representative pursuant to Code Section 44-12-239; and
    - (B) Any trust instrument or amendment to a trust instrument to any person upon the presentation to the commissioner of satisfactory competent evidence of the death of the settlor and satisfactory competent evidence of the identity of such person showing that, with respect to such trust or amendment, such person is a trustee, trust director, or qualified beneficiary, as such terms are defined in Code Sections 53-12-2 and 53-12-500, or is a registered claimant's designated representative pursuant to Code Section 44-12-239; and
  - (3) Have no duty to open any safe deposit box to retrieve any will, codicil, trust, instrument, or amendment to a trust instrument contained therein.

**Additional Terms:** \_\_\_\_\_

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