

# Keeping your contents safe

To ensure the best experience when using your safe deposit box, please note the following:

- » Keep your key(s) safe at all times. Drill fees are the responsibility of the renter should services be required.
- » Do not store cash, liquids, or illegal materials in your safe deposit box.
- » Always keep your box locked and attended to at all times.
- » Contents of box cannot be gone through in the vault. Please use viewing booths for this purpose.



## Branch Locations

### **Bixby Knolls**

4436 Atlantic Avenue, Long Beach, CA 90807

### **Cerritos**

11239 183rd Street, Cerritos, CA 90703

### **CSULB Campus**

#### **The Beach Shops Bookstore, 2nd Floor**

6049 East 7th Street, Long Beach, CA 90840

### **East Long Beach**

4341 East 10th Street, Long Beach, CA 90804

### **Lakewood**

4916 Bellflower Boulevard, Lakewood, CA 90713

### **Long Beach Marina**

6457 East Pacific Coast Highway, Long Beach, CA 90803

### **Los Altos**

6417 East Spring Street, Long Beach, CA 90808

## Shared Branches

LBS Financial Credit Union is a member of the CO-OP® Shared Branch Network. You can conduct LBS Financial transactions at over 5,000 branches internationally. For a branch location near you, visit us online at [lbsfcu.org](http://lbsfcu.org), or call 888.SITE COOP (748.3266).

## Call Center

562.598.9007 • 714.893.5111 • 800.527.3328

Safe Deposit Box  
Agreement



# Terms and Conditions of Rental

1. The liability of LBS Financial Credit Union ("Credit Union") is limited to the exercise of reasonable diligence to prevent the opening of said safe deposit box by any person other than the renter or his duly authorized representative. The Credit Union and its agents are only responsible under this agreement to exercise ordinary care in allowing access to the safe deposit box and in safekeeping its contents. NOTWITHSTANDING ANY PROVISION HEREIN, OUR TOTAL LIABILITY FOR MONETARY DAMAGES TO YOU FOR ANY LOSS SUFFERED SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING THE LESSER OF \$500.00 OR THE FAIR MARKET VALUE OF THE PROPERTY IN THE BOX. The opening of the box by an unauthorized person shall not be inferable from the loss or the missing there from of any of its contents, neither shall such loss create a presumption that we have not exercised ordinary care. We shall have no liability to you or any third party for indirect, incidental, or consequential damages of any kind.
2. The Renter agrees that any claim arising out of or related to this agreement, or the breach thereof, shall be determined by arbitration under the rules of the American Arbitration Association and in accordance with California law, including Section 1283.05 of the Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Tort statutes of limitation shall apply to any tort claim.
3. In the event two or more parties have access to the said box each Co-Renter, without the consent of any other Co-Renters, may enter the safe deposit box at any time, may place property therein, remove all or any portion of the contents of the box, or surrender the box and the right of access of all Co-Renters and their deputies. The death, incompetency, or disability of one Co-Renter shall in no way affect the rights of other Co-Renters; however, we shall release the contents of the box only in accordance with applicable California and federal laws and regulations. Co-Renters agree to execute any release or other agreement as required by us, which shall be binding upon all Co-Renters.
4. Leases on boxes are not assignable. No Credit Union employee or officer may act as a deputy for the Renter. The Credit Union reserves the right to change the rental fee at the end of the billing period. The safe deposit box is available during the specific business hours established by the Credit Union, which can be changed without notice.
5. No person other than the Renter or his appointed deputy named in the books of the Credit Union (or legal representative in the case of death, insolvency, or other disability of the Renter) shall have access to the box, excepting as herein after expressly stipulated. In the event of a dispute regarding the right of access, the Credit Union shall have the right to withhold said access until legal counsel is consulted, within a reasonable amount of time.
6. If Renter appoints a deputy or agent, Renter indemnifies and holds the Credit Union harmless from all claims, demands, judgments, expenses, and any other loss arising out of or in any way connected with anything your deputy or agent does or fails to do. The appointment and its revocation will only be effective after delivery to the branch where the box is located and Credit Union has a reasonable opportunity to act on it. The appointment of a deputy or agent will be made in writing signed by all box renters and on a Credit Union form unless otherwise required by law. Credit Union may require that Renter's signature on the appointment and revocation be acknowledged by a Notary. Unless otherwise expressly stated in this Agreement, a person who is not a party to this Agreement has no right to rely on it or benefit from it.
7. The Renter agrees to put only documents, valuables, or similar property in the safe deposit box. However, the Renter shall assume the entire risk of loss or damage thereof to

any monies or currency, without any liability on the part of the Credit Union in any event or for any cause whatsoever. Items not allowed include liquids, any illegal substances or materials, or anything dangerous or offensive to the Credit Union or any of its tenants. The safe deposit container is never to be left unattended in the vault or viewing booth areas.

8. Boxes must not be left unlocked or unattended at any time. We will not be responsible for the contents of unlocked boxes. Boxes must not be opened or the contents thereof examined within the vault but in rooms provided for such purpose. You must remove and replace your boxes yourselves. Should an attendant handle a box as an accommodation to you, we assume no liability in connection therewith.
9. All rents are payable in advance. If not so paid, said renting shall terminate and the Credit Union may deny access to said box when any portion of rental is in arrears. If said rent is in arrears for a period of thirty (30) days, or in case the lease of the box is not renewed, the Credit Union reserves the right, and is hereby further authorized, to force open the box in the presence of two (2) witnesses, restore the box to its original condition, and store the contents thereof, all at the expense of the renter. This shall take place at least thirty (30) days after mailing of a written notice. In the event that possession of this box is retained beyond the term this day paid for, undersigned agrees to pay the rental for such increased period and until the box is surrendered and all keys returned. The Credit Union may sell contents of the box and apply the proceeds to past due rent, special deposit fees, change of lock charges, key costs, and other similar charges and the balance, if any, shall be disposed as of provided by law.
10. The Credit Union reserves the right to terminate at any time the lease and possession said box upon notice mailed to the last known address or otherwise delivered to the renter or, if absent, to his deputy assigned upon the books of the Credit Union, or to any other legal representative; and upon the surrender of the keys to the box and the removal of its contents, a pro rata portion of the rent received will be refunded only if the Credit Union terminates the lease. If a Renter wishes to exchange a box for a larger size, the Renter will pay the difference in fees, or if the Renter wishes to exchange for a small size, the difference will be refunded. In both cases, the payment due date will remain the same.
11. The Renter assumes the responsibility of promptly notifying the Credit Union in writing of any changes in address or in the status of the lease.
12. Upon termination, Renter shall promptly cause all contents of said box to be removed, surrender all keys to the box to the Credit Union, and shall execute such release agreements as the Credit Union shall then require. If Renter fails to comply with the foregoing covenants, or as otherwise provided in any termination notice, Credit Union may gain access to said box and its contents by whatever means selected by the Credit Union, including the hiring of a locksmith or other person to force the opening of the vault containing the box and the replacement of locks and keys, and the Credit Union may impound and store the contents in whatever manner and location the Credit Union chooses. Renter shall promptly pay to the Credit Union all costs and expenses incurred by the Credit Union in connection with such surrender, forcible opening of the box, replacement of locks and keys, and securing and storing the box and its contents. The Credit Union is here by authorized to deduct the amount of all such costs and expenses from any savings account standing, in whole or in part, in the name of Renter or any other person entitled to access, or from any rebate of rental due Renter, and to sell, dispose of or destroy the contents, or any part thereof, in any manner the Credit Union chooses, or which may otherwise be provided by law.
13. The Renter hereby acknowledges two (2) keys to your Safe Deposit box. It is the responsibility of the Renter to immediately notify the Credit Union when either or both keys have been lost. The undersigned agrees to indemnify the Credit Union against all loss and liability (including reasonable attorneys' fees) and hereby releases the Credit Union from all liability suffered or incurred by the Credit Union at any time by reason of reliance upon the conditions, regulations,

and agreements or printed on said receipt for rent or otherwise for any claims, losses, or damages in connection with the rental of the box, any access thereto, the removal of or damage to its contents, and any conflicting claim to the box or its contents, or any portion thereof.

14. The Credit Union shall retain no keys of any rented box and shall at all time remain wholly ignorant of its contents. At no time may it be allowed that the keys come into the possession of an employee or officer of the Credit Union. The cost of replacing a lost key and/or forcing open (drilling) a box shall be paid by the Renter. On surrender of any box, all keys must be returned to the Credit Union; neither the Renter nor any appointed deputies are allowed to make copies of the keys to the box.
15. In the event of any act or statement by you, any legal or administrative process, or adverse claim by any person, which in our opinion affects or may affect any of our rights or liability, we may, at our option, and without incurring liability, suspend all rights of access to the box until any such claim, process, or alleged rights have been resolved or disposed of to our satisfaction. Nothing shall prohibit us from instituting proceedings to absolve ourselves of liability and responsibility for the contents of the box, or any loss, and we may dispose of or relinquish the contents in any manner consistent with the proceedings, all at your sole cost. The undersigned hereby acknowledges delivery to it of the aforesaid receipt for rent and of two (2) keys to said safe deposit box. The Renter agrees to abide by the rules and regulations stated in this lease agreement and those relating to the operations of the safe deposit box as may be established by the Credit Union from time to time. The placement of such changes and/or amendments in the Credit Union's quarterly newsletter or website shall be deemed reasonable and sufficient notification and the Renter agrees to be bound by such changes and/or amendments.
16. This Agreement is binding upon and inures to the benefit of the successors, assigns, and personal representatives of the parties. This Agreement and any amendments thereto signed by you, and safe deposit box lease constitute the entire agreement by which you rent the safe deposit box.
17. Renter acknowledges and agrees that it is not possible to guard against every possibility of physical loss or damage to the contents of the box and that the contents of the box are not insured by the Credit Union or any private or governmental insurance program. The Renter assumes responsibility for obtaining and maintaining any insurance coverage that the Renter may desire. The Credit Union may, in its sole discretion, cooperate with the insurer.
18. The Renter hereby acknowledges and agrees that upon rental, the box is in good condition and understands if the box is damaged when Renter or Credit Union terminates this Agreement or forcible entry is required, that Renter will be responsible for the cost of the box replacement.
19. Provisions of this Agreement which have the effect of entitling Credit Union to reimbursement, indemnification, waiving or limiting Credit Union's liability and authorizing Credit Union to remove and dispose of the contents of the box will survive termination of this Agreement.

**THE STATE OF CALIFORNIA REQUIRES THE CREDIT UNION TO NOTIFY YOU THAT THE CONTENTS OF THE BOX OR THE PROCEEDS OF ITS SALE MAY BE TRANSFERRED TO THE APPROPRIATE STATE IF NO ACTIVITY OCCURS IN YOUR ACCOUNTS WITH THE CREDIT UNION WITHIN THE TIME PERIOD SPECIFIED BY STATE LAW.**