

CUSTODY AGREEMENT

Location: _____ Effective Date: _____

Parties:

Custodian Name: _____

Custodian Address: _____

Custodian Contact Info: _____

Customer Name: _____

Customer Address: _____

Customer Contact Info: _____

Subject of Custody:

Description of Property: _____

Identification Numbers / Serial Numbers: _____

Term of Custody:

Commencement Date: _____

Termination Conditions: _____

Custodian Obligations:

The Custodian agrees to exercise reasonable care in safekeeping the property described herein, to keep it separate and identifiable from other property, and to return the property promptly upon request or upon termination of this Agreement. Custodian shall not be liable for loss or damage due to causes beyond its reasonable control, except in cases of gross negligence or willful misconduct.

Customer Obligations:

The Customer shall provide accurate descriptions and identification of the property, shall notify the Custodian immediately of any claims or discrepancies, and shall comply with all terms of this Agreement. Customer shall indemnify and hold Custodian harmless against any claims arising from Customer's breach of this Agreement.

Fees and Payment:

The Customer agrees to pay Custodian the fees as outlined in a separate fee schedule or invoice. Payments shall be made promptly according to the terms agreed upon between the parties. Failure to pay fees may result in suspension or termination of custody services.

Limitation of Liability:

Custodian's liability for any loss or damage to the property shall be limited to direct damages proven to have been caused by Custodian's gross negligence or willful misconduct. Under no circumstances shall Custodian be liable for

consequential, incidental, special, or punitive damages.

Insurance:

The Customer may obtain insurance coverage for the property at its own expense. Custodian may maintain insurance covering its liability under this Agreement but is not obligated to insure the property itself.

Indemnification:

Customer agrees to indemnify, defend, and hold harmless Custodian and its agents from any claims, damages, liabilities, costs, and expenses arising out of Customer's breach of this Agreement, including attorney's fees.

Termination:

Either party may terminate this Agreement upon written notice. Upon termination, Custodian shall return the property to Customer within a reasonable time. Any outstanding fees or obligations shall survive termination.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association then in effect, unless otherwise agreed in writing by the parties.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Waiver:

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

CUSTODIAN'S SIGNATURE

CUSTOMER'S SIGNATURE

Signature: _____

Signature: _____

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