

Safe Deposit Box Lease Agreement

Notice of Change in Terms and Conditions – effective 10/31/2013

Effective 10/31/13, the terms and conditions set forth below apply to any safe deposit box (the “Box”) leased by State Employees’ Credit Union (“SECU”), including renewals. Your continued lease of the Box after 10/31/13 establishes your acceptance of these terms and conditions. Any person authorized on a Box (Authorized Signer) agrees to adhere to the same and represents that any documentation provided that establishes his or her authority is true, accurate and complete. The words “we,” “our,” and “us” refer to SECU, and the words “you” and “your” refer to each Lessee and Co-Lessee, if any. The words “Credit Union” refer to State Employees’ Credit Union, Local Government Federal Credit Union and/or NC Press Association Federal Credit Union, as applicable.

Insurance. Neither SECU, the National Credit Union Administration, nor any other credit union provides insurance coverage to protect you against any loss or damage to the contents of the Box. For your protection, you may, at your expense, wish to secure insurance protection for the contents of the Box from an insurance company of your choice. The Box is not designed to withstand fire, explosion, intense heat, smoke, water, building collapse or similar perils, and you assume any loss of the Box contents from such risks.

Rent. The rent must be paid annually in advance. We may increase the rent for future renewal terms by sending you notice at least 15 days before the end of the then current term. If we do not receive your rental payment or any other amount you owe us in connection with the lease of the Box by the date such amount is due, it may be charged against any deposit account you have with the Credit Union. Late fees may be charged if we do not receive your rental payment within 60 days of the due date.

Term. The initial term of this lease begins on the Open Date and ends on the Renewal Date identified above. This lease will be automatically renewed thereafter for successive one year terms unless it is terminated as set forth below or you cause a loss to the Credit Union.

Access. Only you, an authorized deputy, your authorized attorney-in-fact, your trustee or person authorized by law or court order may access the Box. You agree to indemnify and hold the Credit Union harmless with respect to all claims, losses or damages resulting from the wrongful acts of any person authorized to have access to the Box.

Vault Hours. The safe deposit box vault is open only during SECU regular business hours. In addition, we have the right to close or deny access to the safe deposit box vault temporarily if, in our judgment, it would be prudent to do so.

Co-Lessee Rental. If the Box is leased to two or more persons, after signing to indicate acceptance of the Terms and Conditions of this lease, any one of you is permitted to access the Box or remove all or any part of the contents of the Box. Each of you has the right to terminate the lease (surrender the Box) and will be liable for the full amount of payment due under this lease. All of these rights and powers shall survive the death, incapacity and any other change of legal status of the Lessee or any of the Co-Lessees, subject only to such exceptions as are required by law.

Refusal of Access. We may deny access to the Box as required by law or if we reasonably believe we may be so required, or when, in our opinion, we need to obtain counsel’s advice, investigate any relevant facts, or confirm that we and the person seeking access have complied with relevant law. We can also refuse access after we receive an attachment, injunction or other legal process against any Authorized Signer, or until any and all overdue rents and fees relating to the Box have been paid.

Our Duty; Limitation on Liability. Our duty is limited to the exercise of due care in preventing anyone other than an Authorized Signer from having access to the Box. WE ARE NOT CHARGED WITH KNOWLEDGE OF THE CONTENTS OF THE BOX AND WE SHALL NOT BE LIABLE FOR THE LOSS OF ANYTHING FROM THE BOX IN THE ABSENCE OF DIRECT PROOF THAT THE ALLEGED LOSS WAS CAUSED BY OUR NEGLIGENCE OR WRONGFUL ACT IN PERMITTING AN UNAUTHORIZED PERSON TO HAVE ACCESS TO THE BOX. EVIDENCE TENDING TO PROVE THAT ANY PARTICULAR ARTICLES WERE PLACED IN THE BOX AND THAT SUCH ARTICLES WERE SUBSEQUENTLY MISSING FROM THE BOX SHALL NOT BE SUFFICIENT TO RENDER US LIABLE FOR ANY ALLEGED LOSS. UNDER NO CIRCUMSTANCES DO WE SERVE AS A BAILEE OF ANYTHING YOU MAY PUT IN THE BOX. YOU AGREE TO KEEP MONEY, JEWELRY AND OTHER UNTRACEABLE ITEMS IN THE BOX AT YOUR OWN RISK.

Keys. You acknowledge receipt of 2 keys to the Box. You agree not to duplicate any key to the Box and not to allow any person to have possession of a key to the Box other than an Authorized Signer. You agree to return all keys to the Box to us upon termination of this lease. If a key is lost, you must immediately notify us. If one or both keys are lost or unavailable when access to the Box is required, or all keys are not delivered to us upon termination of the lease, then you agree to pay all expenses we incur in duplicating a key or in opening (by drilling) the Box to change the lock or provide new keys.

Deputy. You may appoint another person as a deputy on the Box. If you have not appointed a deputy herein, the Lessee and any Co-Lessee(s) must sign the Add/Remove Signer form to appoint a deputy. After signing to indicate his/her acceptance of the Terms and Conditions of this lease, the deputy is permitted to access the Box, remove all or any part of the contents of the Box, or terminate the lease (surrender the Box) without the presence of the Lessee or any Co-Lessee. Any Lessee or Co-Lessee may independently revoke the deputy appointment by signing a new Add/Remove Signer form. We may allow any deputy to access the Box until the deputy has been revoked.

Death. You agree that if anyone having access to the Box dies, you will promptly notify us. Upon the death of a Lessee or Co-Lessee, only a qualified person (as defined in N.C. Gen. Stat. §28A-15-13), the Clerk of Superior Court or the clerk's representative will be allowed access to the Box to conduct an inventory of the contents, and its contents shall be dispensed with under the provisions of North Carolina law.

Location. You agree that if we close the branch or the safe deposit box vault at the branch where the Box is located, you authorize us to move the Box to another branch or we may require you to exchange the Box for one at another SECU branch. Upon acceptance of that exchange, you agree to move the contents from the Box to the new Box within 30 days from receipt of notice from us. If you do not accept the exchange, then the lease shall be treated as terminated by us. In either case, you will remove the contents from the Box and return all keys to us in person within that 30-day period.

Termination. Any Authorized Signer on the Box is permitted to terminate the lease for this Box without the presence of the Lessee or any Co-Lessee. To terminate the lease, the Authorized Signer must remove all contents of the Box, surrender all keys to us, and sign the surrender form. If this lease is terminated prior to the end of a term, we will refund a pro rata portion of the rent paid, or if rent has not been paid for the then current term, you agree to pay a prorated amount of rent for the period from the beginning of such term through the date of termination. We may terminate this lease immediately if you breach any term of this lease, and may terminate for any other reason after 15 days' notice to any Lessee or Co-Lessee. Upon such termination, if you do not surrender all keys and pay all amounts due, we may open the Box (by drilling) in accordance with applicable law and remove and store its contents for you at your expense.

Restrictions on Use. You agree not to store any: (i) guns, ammunition, explosives, flammable items or other items that may be dangerous; (ii) liquids, or hazardous waste material; (iii) any perishable items; (iv) items that may interfere with the operation of the safe deposit box vault; or (v) property the possession of which would be a violation of law.

Care and Condition of Box. You agree that you will not leave the Box unlocked, or leave your key in the Box, at any time. By signing this lease, you acknowledge that you have inspected the Box and that it is in good condition. At the termination of this lease, you agree you will surrender the Box in as good a condition as when this lease began, reasonable use excepted, and shall pay us for the cost of repairs made necessary by your failure to do so.

Escheat of Contents. THIS LEASE IS SUBJECT TO THE PROVISIONS OF N.C. GEN. STAT. §53C-6-13. If the rent due on the Box has not been paid for at least 120 days, we may open the Box (by drilling) and inventory and store the contents for you at your expense. If after two years the contents have not been claimed, we may provide you notice that, if you do not claim the contents and pay the accumulated charges within 30 days, we will deliver the contents to the State Treasurer as abandoned property pursuant to Chapter 116B of the North Carolina General Statutes. The foregoing is only a summary of some of the important provisions of N.C. Gen. Stat. §53C-6-13; you should consult N.C. Gen. Stat. §53C-6-13 in its entirety to understand its terms.

Change in Terms. We may change the terms of this lease by mailing you notice at least 15 days before the effective date of the changes.