



SAFE DEPOSIT BOX LEASE Terms and Conditions

1.) Terms and Conditions: The term "Lessee" ("you" or "your") as used herein shall refer to renter(s). The renter(s) by signing this safe deposit box whose signatures appear on this lease agreement ("agreement", "contract", or "lease"), rent from TwinStar Credit Union ("TwinStar" "Lessor", "Credit Union", "we", or "us") a Safe Deposit Box ("box") in accordance with all the rules and regulations set forth in the terms and conditions of this contract.

2.) Important Information about Procedures for Safe Deposit Box Leases: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or service with the Credit Union. When you execute a Lease Agreement to open a safe deposit box, for identification purposes, we will need you to provide your name, address, date of birth, your driver's license, and/or other identifying documents. You agree to notify TwinStar immediately of any change of name or address of the lessee, duly authorized agent, joint lessee, or legal representative.

3.) Standard of Care: This lease does not create a bailor and bailee relationship between you and the Credit Union. TwinStar will not, under any circumstances, become bailee or otherwise charged with possession, custody, or control of any property which shall be placed or kept in any box rented, and shall not be required to supervise or control placing property therein, or withdrawing property therefrom. Possession and control of the properties deposited in any box rented from TwinStar is vested exclusively in the Lessee(s). No one is allowed access to a safe deposit box except the persons properly authorized on the records of TwinStar, or otherwise authorized by law. Lessees are warned not to deliver their keys nor provide their box numbers to anyone not properly authorized by them.

TwinStar will exercise ordinary care and diligence and take reasonable precautions to guard the box and to prevent access to it by unauthorized persons, and will not be liable or responsible for the contents in any box. Any provision of this Agreement that limits the Credit Union's liability does not negate the Credit Union's duty (if any) under applicable law to act in good faith and with ordinary care. In the event of fire, flood or other emergency or threatened danger or risk to the Credit Union's property or personnel, or upon instruction of any federal or state agency we, in our sole discretion, may close our vaults and/or forcibly open any box and remove the contents under the supervision of our personnel without prior notice to you.

4.) Access: Access to the safe box shall be permitted only during normal Credit Union business hours. The safe deposit vaults may be closed on any National, State or City Holidays and wherever closing is made advisable by any cause beyond the control of TwinStar. TwinStar shall also have the exclusive right to fix the hours for opening and closing the vault, and these said hours may be changed from time to time without notice.

TwinStar may refuse access to the box while any portion of the rent thereof or any lawful charges on the account thereof are unpaid.

5.) Rental Fee: You authorize TwinStar to deduct the annual fee from a share associated with an account of yours as indicated in the lease agreement. The rental fee is based on the size of the safe deposit box and shall be agreed when the rental agreement is signed. If a safe deposit box is rented in a month other than May, the annual fee will be prorated according to the scheduled fee payment. The Credit Union shall be entitled to debit outstanding rental fees and other charges relating to the safe deposit box to the renter's account without the need for a special order. TwinStar reserves the right to increase fee rates, as needed for increased cost of maintenance and installation, upon thirty (30) days' notice to member.

6.) Right to Terminate Lease: TwinStar reserves the right to terminate this lease at any time by giving written notice to the Lessee and such notice shall be sufficiently given if mailed to the last known address of the Lessee as recorded on the books of TwinStar or delivered in person to the Lessee or their authorized agent or legal representative. Upon the surrender of the keys of the box and the removal of the contents, the unearned rent will be refunded.

7.) Insurance: No insurance coverage of any kind is provided by NCUA or TwinStar to cover safe deposit box contents. For your protection, you may wish to secure your own insurance through an insurance company of your choice. You must keep a complete list and description of all property stored in your safe deposit box and any available proof of ownership, and store the list somewhere other than the box. You understand and agree that safe deposit boxes and vaults are not fireproof, burglarproof or waterproof.

8.) Prohibited Items: No lessee or other person shall deposit into the safe deposit box any firearms, ammunition, corrosives, dangerous liquids, perishable goods, explosives, narcotics, or any property of an illegal, malodorous, or destructive nature.

You agree not to use the box to store money, coin or currency unless it is of a collectable nature, and you assume all risks and hold the Credit Union harmless of any loss or alleged loss of said money, coin or currency.

You further agree not to use the box for any dangerous or unlawful purpose or for anything that can be considered a nuisance. You agree that we may turn over to any law enforcement or other governmental agency any object, of yours, which we believe, in our sole discretion, to be prohibited by the terms of this lease and we will bear no liability for doing so. You forfeit all rights to any contents stored in the box that are not permitted by the terms of this lease. You hold us harmless of any loss or alleged loss or other liability for any actions we take, at our discretion, with respect to such prohibited contents.

9.) Authorized Persons: No person other than the Lessee or duly authorized agent, or in case of death, bankruptcy, or other disability of the Lessee, his legal representative, shall have access to the box, except as hereinafter expressly stipulated. Any duly authorized agent or legal representative shall in all respects have the same control over the box and its contents as the Lessee. Any and all things done by such agent or legal representative shall be of the same force and effect as though done by the Lessee.

10.) Joint Lessee: Any Joint Lessee shall have the right without notice to or without the presence of the other Joint Lessees or representatives, to have access to the box and to remove the contents and surrender the box and the keys. Any act or statement of one Joint Lessee, including the appointment of additional agents, may be accepted and acted upon by TwinStar as if made by both or all. The death or disability of any Joint Lessee shall not affect the right of any other Joint Lessee to have access to the box and to remove from the box any or all property placed or kept therein and TwinStar shall not be required to give any notice to the representatives of the Joint Lessee who is deceased or under disability regarding such access or removal.

11.) Sub-rentals: The renter may not assign his rental rights. The re/sub-rental of safe deposit boxes to third parties is not permitted.

12.) Obligations After Lease Term Expire: All lease contracts are payable in advance, and if, at the expiration of any term, the Lessee shall fail to surrender possession of the box and keys therefore, TWINSTAR may, at its option, consider this lease renewed for a like term. If at the expiration of any term, (this lease not being renewed), or upon termination of this lease by notice as above provided, the Lessee shall fail to surrender possession of the box and keys therefore, TwinStar may, at its discretion and as allowed by law, at the end of thirty (30) days' notice of its intended action, given in the manner prescribed in paragraph five (5), force open the box in the presence of two officers of TwinStar, and inventory and remove the contents therefrom, holding and retaining the same on special deposit subject to the payment of rent and other expenses, including current market drilling charges, the changes of locks and keys, the safekeeping of the contents after removal and the cost of each key not returned.

13.) Keys to Safe Deposit: Immediate notice shall be given to TwinStar if a key is lost, and the cost of replacing the same, or of a new lock, shall be paid for by the Lessee. Only TwinStar is authorized to make copies of keys.

14.) Death or Diminished Capacity of Lessee: In case of death or diminished capacity of the Lessee, TWINSTAR shall not be liable for continuing to recognize the right of access to the box of any agent until the manager of the Safe Deposit Vault shall have actual notice of such death or incapacity.

15.) Limitation of Liability: In case TwinStar shall learn of any state or facts which shall in its judgment make it reasonably probable that it will incur any liability if it permits access to the box to any Lessee, Agent, or Representative, then TwinStar may, in its discretion, refuse such access without incurring any liability or, if the the compliance team/legal counsel states there is no reasonable probability of the Credit Union incurring liability and grants permission for access again, or until TwinStar is indemnified to its reasonable satisfaction against such liability. There is no reasonable probability of its incurring liability by reason of permitting such access, or until TwinStar is indemnified to its reasonable satisfaction against such liability.

16.) Receipt of Legal Process: Should TwinStar be served with a Court Order commanding it to open the box or to deliver the contents or any part thereof to any person, it is relieved of any liability for doing so, provided it retains an inventory of the contents at the time of opening and takes a receipt (unless refused) for whatever may be delivered.

17.) Conditions and Alterations: These rules and regulations shall be binding upon the heirs, agents, representatives, and successors of the Lessee. The Lessee agrees to pay all costs, reasonable attorney's fees and expenses incurred by TwinStar in enforcing the terms and conditions of this lease. Lessee agrees to the rules and regulations governing the use of the box that TwinStar may adopt from time to time and the fee schedule, which are incorporated herein by this reference.

18.) Contractual Capacity: TwinStar will not rent a safe deposit box to any individual under the age of 18.

19.) Arbitration: You agree that upon the election of either of us, any dispute relating in any way to this Agreement will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A GOVERNMENT TRIBUNAL OR COURT OF LAW. YOU ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR US REQUEST IT.

What claims or disputes are subject to arbitration? Claims or disputes between you and us about your safe deposit box or any items stored in your safe deposit box are subject to arbitration. Any claims or disputes arising from or relating to this Agreement, any prior agreement between us, or the advertising, the application for, or the approval or establishment of this Agreement are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this Agreement as "Claims." The only exception to arbitration of Claims is that both you and us have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

As Lessee, can I cancel or opt out of this agreement to arbitrate? Yes, you have the right to opt out of this agreement to arbitrate if you tell us within 60 days of the opening date of your box. If you want to opt out, call us at 1-800-258-3115, or visit a local branch. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your lease is terminated; 2) you pay us in full of any outstanding debt you owe; or 3) you file for bankruptcy.

20.) Governing Law and Severability: The above rights and obligations under this lease are governed by and interpreted according to federal law and the law of the Washington State/Oregon where your box is located. A determination that any provision of the Agreement is invalid or unenforceable will not affect its remaining terms. If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern.