

Effective June 24, 2020

Safe Deposit Box Lease Terms

**Important legal information, disclosures
and terms you need to know**

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Safe Deposit Box Fees

Safe Deposit Box Fees

Annual rental fee	Varies by size and locations; includes sales tax where applicable
Late fee (after 60-days delinquent)	\$10
Key deposit	\$20 (for two keys)
Safe deposit drilling fee	
Emergency drilling (less than 3 business days' notice)	\$175 minimum
Non-emergency drilling (minimum of 3 business days' notice)	\$125 minimum

Safe Deposit Box Lease Terms

Safe Deposit Box Lease Terms

Introduction: These Safe Deposit Box Lease Terms (“Lease Terms”) govern the lease, rights and responsibilities of your Wells Fargo safe deposit box (“Box”) and are the Lease Terms referred to in the Safe Deposit Box Lease Agreement (“Lease Agreement”) you signed when you leased your Box. By leasing your Box, you agree to: (1) these Lease Terms; (2) the Lease Agreement; (3) our Privacy Policy; and (4) any additional disclosures we provide to you about your Box. The Lease Agreement and Lease Terms are also binding on your heirs, successors, and legal representatives. The words “you”, “your” and “yours” refer to the person(s) leasing the Box. The words “we”, “us” and “ours” refer to Wells Fargo Bank, N.A.

No Insurance on Contents: The contents of your Box are not insured by Wells Fargo or the Federal Deposit Insurance Corporation. The Box is not designed to withstand fire, explosion, intense heat, smoke, water, mold, building collapse or the effects of natural disasters. You should check with your insurance carrier to determine whether the Box contents are covered under your existing policies or if you will require additional insurance. You should keep (outside the Box) a complete list and description of all property stored in the Box and any proof of ownership.

Prohibited Contents: You agree **not** to place any item in the Box that is illegal to possess under any federal, state or local law. In addition, you agree **not** to place in the Box any item that is inherently dangerous including, but not limited to:

- Guns, ammunition or other weapons, even if lawfully owned by you.
- Liquids, hazardous waste materials, or corrosive or explosive materials.
- Items that we believe may injure our employees, customers or premises or interfere with the operations of the safe deposit box area.

If we have reason to suspect you have placed any of these type of items in your Box, you agree we may provide information about the Box and turn over the Box contents to an appropriate law enforcement or governmental agency.

You agree to indemnify and hold us harmless from all claims, losses, judgments and expenses (including attorney’s fees and legal costs) we may incur as a result of you placing any prohibited contents in your Box, including any actions we may take with respect to such prohibited contents. Your indemnification and hold harmless obligation shall survive the termination of the Lease Agreement.

Limitation of Box Contents’ Value: It is our expectation that you will not place items of significant value in the Box. Accordingly, you agree you will not place items with an aggregate value in excess of \$10,000 in the Box at any time.

Wells Fargo’s Duty and Limitation of Liability: Wells Fargo’s duty is limited to exercising “ordinary care” to prevent anyone from accessing the Box other than you, your authorized agent, your legal successor or a court appointed representative acting on your behalf. “Ordinary care” is defined as the adoption and implementation of box access and security procedures that are reasonable and appropriate to prevent unauthorized access to your Box. You and your authorized agents must comply with our Box access procedures and agree we may deny access to the Box in the event of any failure to comply with our procedures (which we may periodically change). You understand that we do not inspect and have no knowledge of the contents you place in or remove from the Box. You agree that we have no duty to insure the Box contents, prevent an authorized person from removing Box contents or take any action to care for Box contents except as otherwise provided in the Lease Agreement or Lease Terms.

Our relationship with you is that of a lessor and lessee. The Lease Agreement and Lease Terms do not create a bailment. The Lease Agreement and Lease Terms do not affect your ownership of the Box contents nor transfer possession of the Box contents to us.

You agree that Wells Fargo and its employees, agents and attorneys will not be liable for indirect, special, consequential or emotional distress damages arising out of, or related to, the Lease Agreement, Lease Terms, the Box and/or Box contents. YOU AGREE THAT BASED ON YOUR AGREEMENT NOT TO PLACE CONTENTS IN YOUR BOX AT ANY TIME WITH AN AGGREGATE VALUE IN EXCESS OF \$10,000 WELLS FARGO’S MAXIMUM LIABILITY WILL BE LIMITED TO \$10,000 WITH RESPECT TO ANY CLAIM ARISING OUT OF, OR RELATED TO, THE LEASE AGREEMENT, LEASE TERMS, THE BOX AND/OR BOX CONTENTS.

Term: The initial and each renewal term of your Box will be one (1) year. The lease will renew automatically each year, and unless the fees associated with the Lease Agreement change, we are not required to provide notice of the renewal. Upon renewal, the Lease Terms and Lease Agreement will continue in full effect.

Rent: Your initial rent is stated in the Lease Agreement. We may change the rent for subsequent terms prior to the beginning of each renewal term by providing written notice at least thirty (30) days prior to the start of the subsequent term. You consent to the new rent if you do not close the Box prior to the start of the subsequent term.

Termination of Lease Agreement by You: You may terminate the Lease Agreement and close the Box at any time. You must remove the Box contents, return the Box keys, pay any sums you owe under the Lease Agreement and Lease Terms (“Unpaid Sums”), and sign any document we require. If you terminate the Lease Agreement and close the Box before the expiration of a term, we will refund any unused rent.

Termination of Lease Agreement by Wells Fargo: We may terminate the Lease Agreement if you do not pay the rent for the next term when it becomes due. If your rent becomes past due, we will provide you with a written notice of past due rent. If you fail to pay all Unpaid Sums after having been given notice, we will force open the Box, remove your contents, and store them pursuant to applicable law.

If Wells Fargo determines in its sole discretion that health or safety risks exist, you agree that we may remove the contents from the Box, and store them pursuant to applicable law with less than 30 days’ written notice. In such event, we will attempt to provide notice to you prior to entry. If that is not possible, will provide notice to you within a reasonable time period.

We may also terminate the Lease Agreement and close the Box at any time in our sole discretion by providing you, a co-lessee, agent or legal representative at least 30 days’ prior written notice at the address of record for your Box. In that event, you agree (by the date specified in the notice) to remove the Box contents, return the Box keys and pay any Unpaid Sums. If you fail to remove the Box contents by the date specified in the notice, you agree we may force open the Box, remove the contents and store them pursuant to applicable law. You will not be responsible for the rent after the termination of the Lease Agreement. If we terminate the Lease Agreement before expiration of a term, we will refund any unused rent.

Property remaining in the Box after termination of the Lease Agreement may be considered abandoned. If we have forced open your Box, we will inventory under dual control any contents that we find, and your contents will be stored subject to governing law. To reclaim your contents you will need to visit any of our branches and follow our procedures, including paying all Unpaid Sums (which may include the costs of forcing open the Box and shipping and storage costs as allowed by law). We will have a lien on the Box contents to the extent of Unpaid Sums you owe us. We may enforce our lien by sale (auction) of the Box contents in accordance with applicable law. If you do not claim the Box contents or the sale proceeds remaining after Unpaid Sums are paid, within a certain time after the Lease Agreement is terminated, applicable state law may require us to transfer the Box contents or sales proceeds to the appropriate state.

Responsibility for Keys: You are responsible for your keys and have the only keys to your Box. We only possess a “guard” key, which may be required in combination with your keys, to open your Box. You may not copy your keys. We have no way to open the Box without your key other than drilling the lock. If you lose the keys, Wells Fargo will arrange to drill the lock and replace it. We may require you, your agent, or your legal representative to be present when we drill and replace the lock. You agree to pay all expenses we incur in having to drill the Box and replace the lock and keys. We require a monetary key deposit when the Lease Agreement is signed as a condition to your use of the Box. No interest will accrue to you on the key deposit. If your keys are returned at the termination of the Lease Agreement, we will return the key deposit.

Assignment or Use By Non-Lessee Prohibited: You may not assign or transfer your interest in this Agreement. You may not allow a non-lessee to use the Box for any purpose. You may not give (1) any access device that provides you with access or that monitors access to that portion of the facility in which the Box is located or (2) the key(s) to the Box to a non-lessee unless authorized in writing by the Bank.

Changes in Terms: The Bank may periodically change these Lease Terms, the Lease Agreement, the Schedule (including fees), its Privacy Policy, and any additional disclosures it provides to you by adding new terms and conditions and/or modifying or deleting existing terms and conditions. Except where prohibited, the Bank may provide you with notice of a change by: (1) posting the notice in the area of the branch where your Box is located; (2) including a message on or with your annual rental statement or monthly account statement if you maintain a deposit account at the Bank; (3) posting the notice on the Internet and making it available through the Bank’s home page; or (4) by any other means the Bank considers appropriate. You consent to a change to the Lease Terms if you continue to use your Box after a change becomes effective.

Any provision of the Lease Terms or Lease Agreement that is inconsistent with the laws governing your Box will be considered to be changed by us and applied in a manner consistent with such laws. Any provision that a court of competent jurisdiction determines to be invalid will be changed or modified accordingly. In either case, the change or modification will not affect the enforceability or validity of the remaining provisions of the Lease Terms or Lease Agreement.

Governing Law: The laws governing the Lease Agreement and Lease Terms are the (1) laws, rules, and regulations of the United States and (2) laws of the state in which your Box is located (without regard to conflict of laws principles) (the “Governing Law”).

Time Limit Applicable to Your Claim: You agree not to commence a legal action against us more than one year after your cause of action accrues, unless a longer time period is required by the Governing Law.

Boxes Leased to Non-Individual Entity: If you are leasing the Box as a representative of a non-individual entity, you must furnish (1) information regarding the entity's organization (including information regarding the principals if you are a legal entity) and (2) documentation acceptable to the Bank to establish your authority to act for the entity. Until the required information and documentation is provided to us, we may deny entry to the Box.

Each person signing the Lease Agreement on behalf of an entity (1) represents and warrants that they are duly authorized to execute the Lease Agreement, and (2) indemnifies and holds the Bank harmless from all claims, demands, judgments, and any other losses arising from our reliance on their representations and warranties.

Boxes Leased to Individuals Acting in a Representative Capacity: If you are leasing the Box in a representative capacity with respect to one or more individuals, you must furnish documentation and information acceptable to us to establish your authority and verify your identity. We may deny entry to the Box if we are unable to verify your identity or authority.

How We Communicate with You Regarding the Box: You agree that we may contact you by phone, text, email, or mail on any matter regarding the Box. You agree to provide current contact information and only give us addresses, phone numbers and email addresses that belong to you. You agree to update us promptly if any of your address, phone numbers or email addresses change. Unless otherwise prohibited by law, we are permitted, but not required, to use any address, phone number or email address you provide us or our affiliates to contact you about your Box.

When you give us a phone number in connection with leasing the Box, you agree that we and our agents may contact you by phone or text at that phone number. You understand and agree that we may use automatic telephone dialing systems or artificial or pre-recorded voice messages in connection with calls or text messages sent to any telephone number you give us, even if the number is registered to a cell phone. Standard mobile carrier and data fees may apply. We may record or monitor any telephone call received by our customer service representatives or safe deposit personnel.

Providing Statements and Notices: We will mail, send electronically or otherwise make available to you an annual renewal statement reflecting the rent and any fees and charges due. We may also bill you for fees and charges, other than rent, when they are incurred. We will send all statements and notices to the postal or email address associated with your Box and may change your postal address if we receive an address change notice from the U.S. Postal Service or another party in the business of providing correct address information.

You must promptly notify us of (1) changes of address to which statements, notices, or correspondence are sent to you or any co-lessee; (2) appointment or revocation of an agent; (3) you or any co-lessee filing for bankruptcy protection; (4) maintenance or repairs that need to be made to the Box; and (5) change in the military status of you or any co-lessee. Notices you send us are effective only after they are received and we have had a reasonable opportunity to act. Unless otherwise required by law, any statement, notice, or other correspondence we send you may be sent by mail to the last address we have for you, a co-lessee, agent, or legal representative. Any notice we send you is effective when mailed and you assume the risk of loss in the mail. You agree that if a notice is required to be sent to each co-lessee, one notice to all co-lessees may be sent to the address we have in our records for any co-lessee.

Special Conditions Regarding Access to the Box: You may not add any additional lock or physical barrier to your Box. We can restrict access to your Box for any reason, including past due rent and fees, information we receive in legal orders and legal process documents related to your Box ("Legal Documents"), our inability to verify your identity at the time you request entry, our obligations or rights under any applicable law or unexpected circumstances (natural or manmade) beyond our control. If we incur any fees or expenses (including attorney's fees and legal costs) in responding to Legal Documents, we may charge those costs to any deposit account you maintain with us. If more than one person leases your Box, we may treat all Box contents as belonging to the person(s) identified in the Legal Documents.

Multiple Lessees: More than one person may lease a Box. Any co-lessee may independently and without the consent of or notice to the other co-lessees take any of the following actions: (1) enter the Box; (2) instruct us to drill open the Box when they do not have a Box key; (3) examine, add or remove Box contents; (4) appoint an agent to act on their behalf; or (5) terminate the Lease Agreement. Each Box co-lessee has the same rights and obligations under the Lease Agreement and Lease Terms and are jointly and individually liable to us for the performance of those obligations.

Death or Incompetence of Lessee or Authorized Individual: You must promptly notify the Bank if a lessee or individual authorized to access the Box dies or is declared legally incompetent. We will not be presumed to have received notice of a person's death due to the publication of an obituary or other type of death notice. Following the death or legal incompetence of all lessees and individuals authorized to access the Box, we will deny access to the Box until we receive appropriate documentation that identifies who has the authority to access the Box. We reserve the right to require U.S. court documents for decedents or individuals who reside outside of the U.S. at time of incompetence or death.

Arbitration Agreement

Arbitration Agreement

Without waiving the requirement to agree to binding arbitration, Wells Fargo and you each agree that any lawsuits arising from or relating to your Box or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state where your Box is located. Wells Fargo and you each agree to waive the right to a jury trial in any lawsuit.

Agreement to Arbitrate Claims Between You and Wells Fargo: If you have a concern, we hope to resolve it as quickly and easily as possible. First, discuss your concern with a banker. If your banker is unable to resolve your concern, you agree that either Wells Fargo or you can initiate binding arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between Wells Fargo and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.

Wells Fargo and you each agree to waive the right to a jury trial or a trial in front of a judge in a public court. This Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Binding arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party’s costs and expenses for compelling arbitration.

Waiver of Class Action and Qui Tam Arbitrations: Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Rules Applicable to Arbitration: Wells Fargo and you each agree that:

- The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators for disputes made by consumers according to the Consumer Arbitration Rules and for disputes made by business customers according to the Commercial Arbitration Rules (collectively the AAA Rules).
- If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement controls. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable.
- Wells Fargo and you are participating in commercial transactions involving the movement of money or goods among states.
- The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between Wells Fargo and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with Wells Fargo govern this Arbitration Agreement.

Either Wells Fargo or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.

Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute’s subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either Wells Fargo or you any award or relief provided for by law. No person participating in an arbitration can disclose the arbitration’s existence, content, subject, or results, except as required in a party’s ordinary course of business or by law.

Arbitration Fees and Expenses:

- **Setting the fees/expenses:** The arbitration administrator determines the rules and procedures for deciding who pays the arbitration fees according to the AAA Rules, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.
- **Applying state law:** The laws governing your Box may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.
- **Paying for attorney/expert/witness fees:** Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees no matter which party wins arbitration.

Rights Reserved by You and Wells Fargo: Wells Fargo or you each can exercise any lawful rights or use other available remedies to:

- Preserve or obtain possession of property;
- Exercise self-help remedies, including setoff rights; or
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

Location of Arbitration: An arbitration will be held in the state where your Box is located. If a mutually agreeable location within that state cannot be determined, the arbitrator will have the right to set the location of arbitration.

Additional Information for Georgia and New York Customers

For Georgia Customers Only: GA Code Ann. § 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. 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. The certificate 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 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 him, 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.

For New York Customers Only: Additional notice about contents

Important Notice: (1) The contents of your safe deposit Box may not be fully protected against loss under the insurance coverage maintained by the bank or safe deposit company.

(2) For your protection, you may wish to secure your own insurance through an insurance company of your choice. (3) You should keep a complete list and description of all property stored in your safe deposit Box, and any available proof of ownership.