



## **SAFE DEPOSIT BOX DISCLOSURE**

Vaults shall be available to Renters during our legal banking hours.

Safe Deposit Boxes are only made available to Eagle Bank account holders.

Rents are due and payable in advance. The Bank may refuse access to a safe deposit box at any time until all charges connected with said safe deposit box have been paid. Bills for the rent will be sent in advance of the date due with a reminder sent for unpaid rent after 30 days. If rent is unpaid for a period of 60 days from due date, the Bank will refuse access to said safe deposit box. The Bank will assess a late fee (refer to fee schedule) on safe deposit boxes delinquent for 30 days from due date. The Bank reserves the right to withdraw the amount of overdue rent, after a reasonable time, from Savings or Checking accounts of the Renter.

When a safe deposit box is rented to joint tenants, either one has the right of access, and either one has the right to surrender the safe deposit box. The signatures of both parties to a joint tenancy are necessary to appoint a Deputy.

A Deputy may be appointed in writing on the form provided by the Bank and said Deputy will act in accordance with the agreement stated on said form.

The Renter agrees to be responsible for all acts of his or her Deputy until written notice shall have been received by the Bank of the revocation of the Deputy's authority or the death of the Renter or Renters.

The Bank may terminate the right to use the safe deposit box at any time, by written notice to Renters or their Deputy, and the Renters shall thereupon withdraw their papers and surrender the keys, and the Bank shall refund a proportionate part of the rent paid.

When possession of a safe deposit box and the keys are not surrendered to the Bank after notice as aforesaid, or when the rent remains unpaid for one year, the Bank may take possession of the safe deposit box after 60 days notice in accordance with Chapter 158, Section 17, of the General Laws of Massachusetts. The Bank shall not be liable for the loss or destruction to the contents of any rented safe deposit box, unless such loss, destruction or damage shall have been caused by the failure of the Bank to exercise customary care and diligence in maintaining, in repair, or watching over the vault in which the safe deposit box is located.

The Bank shall incur no liability whatsoever on account of or in any way related to the loss or destruction of any money alleged to have been placed in the safe deposit box.

The Bank does not provide insurance coverage for the contents of your safe deposit box. You, the Renter, may at your expense, secure your own insurance.

The Bank shall under no circumstances be considered as a bailee or otherwise in possession of the contents of the rented safe deposit box. The relation of the Bank and the Renters being agreed to be that of landlord and tenant.

The Renter agrees to hold the Bank harmless from all costs or expenses which may come or be imposed upon it in any suit relating to the contents of said safe deposit box and the Renter agrees immediately upon demand to pay any such sum as said Bank shall have been compelled to pay by reason of any such suit or suits.

In case of loss of the key or keys by the Renter, the Bank should be notified at once, the expense incurred in repairing such loss to be paid at once by the Renter.

All notices required to be given to the Bank must be addressed to the Manager of the Ferry St. branch. The Renter or Renter's legal representative shall notify the Bank in writing of any change in the Renter's or the representative's address and agree that any written notice from the Bank to which they are entitled shall bind them if mailed to them or their legal representative at Renter's or said representative's address as it appears at the time of such mailing on the books of the Bank.

The Bank reserves the right to close the vaults in any emergency when in its judgment it is necessary for protection.

No one but the Renter under the lease of a safe deposit box or his Deputy shall have access thereto, except that in the event of the death of a sole Renter, if it is claimed that the safe deposit box should be opened to search for a will believed to be therein and if the Bank has not received actual notice that the claim is opposed by the family of the deceased; the Bank may give access to the safe deposit box in the presence of an officer of the Bank and of an attendant of the vault for that purpose only and may allow such access either by use of the Renter's key or by use of necessary force in case such key appears to be lost. If a will be found, any person therein named as executor being there present shall be permitted to remove the will. If some person not then and there present is named executor, the Bank officer may remove the will and send it to the Probate Court by registered mail-return receipt requested or deliver it to the Probate Court.

The Bank reserves the right to make reasonable amendments of or additions to these rules at any time without notice to the Renter.