



COURIER SERVICE AGREEMENT

This Courier Service Agreement ["Agreement"] is entered into on _____ ["Date"] by _____ ["Depositor"],
_____, ["Address"],

and **Pacific Western Bank**, 120 Wilshire, Santa Monica, CA 90401 ["Bank"]. At the request of the Depositor, Bank will provide a courier service to facilitate the delivery of deposits from Depositor to Bank. In consideration thereof, Depositor and Bank agree as follows:

1. Depositor hereby hires Bank, as the agent of Depositor, to pick up and carry, on a weekly (e.g., daily, weekly, etc.) basis, securely locked, special depository bags [the "Bags"] provided by Bank, and to deliver such Bags to Bank. Delivery shall be made no later than the first business day after the day the Bags are picked up by the courier.
2. The courier, whether an employee of Bank or of an independent courier service, shall for all purposes be considered the agent of Depositor. Bank is not and shall not be considered an insurer of any deposits placed with the courier. Bank shall not assume responsibility for collection or be considered to have received the deposit until the deposit(s) are actually delivered to and receipted for by Bank. Similarly, any items returned or sent to Depositor by Bank shall be deemed received by Depositor when Delivered by Bank to the courier.
3. The Bags shall contain no property other than:
 - a. Deposit slip(s) indicating the total dollar amount of such negotiable instruments and the account(s) of Depositor in which such items are to be deposited.
 - b. Currency and coin shall not exceed \$ 5,000.00.

PLEASE NOTE THAT UNDER NO CIRCUMSTANCES SHALL BANK ASSUME ANY LIABILITY IN EXCESS OF THE AGGREGATED AMOUNT OF \$5,000.00 PER DAY FOR ANY DEPOSITS UNTIL THEY ARE ACTUALLY DELIVERED TO AND RECEIPTED FOR BY BANK.

4. Negotiation of personal items:
 - a. Any items submitted for encashment shall be limited to \$ 5,000.00.
 - b. All items must be properly completed and endorsed by the payee.
 - c. Any item presented for encashment must be drawn on Pacific Western Bank.
 - d. In the event that any item is not honored, Bank reserves the right to charge the amount of the item to any account standing in the name of the Depositor (last endorser), including all fees and amounts relating to the dishonored item.
5. Checks delivered to Bank pursuant to this Agreement must be properly endorsed.
6. All deposits made hereunder shall be entered by Depositor on duplicate deposit tickets. The deposit tickets must be secured in the locked zip bag or security pack furnished by Bank and placed with the courier by Depositor or an authorized representative; no other type of container will be accepted by Bank.
7. Upon delivery of the deposit to Bank by the courier, Bank is authorized to open the bag and verify the contents, and to credit the contents thereof to the account of customer. If the contents of the Bag do not conform to the deposit ticket, Bank will deposit such contents as are found therein. The risk of any loss or shortage is expressly assumed by Depositor. The duplicate copy of the deposit ticket will be promptly mailed or delivered to Depositor. The joint record of two of Bank's employees shall be deemed to be conclusive evidence of the contents of the Bag, and the risk of any loss or shortage is expressly assumed by Depositor, who agrees to hold Bank harmless thereof.

Should the customer permit a third party, including officers or principals of the courier customer, to utilize the courier bag for their personal deposits, or business account(s) deposits, the customer agrees to indemnify and hold the Bank harmless from any claim by such third party including, but not limited to, claims arising from any loss of or alterations to deposits being made by the third party.

8. Depositor agrees to maintain a complete record of all items placed in the Bags and in the case of loss, to promptly, diligently, and completely cooperate with Bank in the identification or replacement of the items so lost. Such cooperation shall include, without limitation, requests by Depositor to makers of missing checks to issue duplicates, and in the event the makers thereof refuse to do so, then to assert all its legal and equitable rights against said makers or, if applicable, to subrogate such rights to Bank or its assigns. **Please note that it is recommended that the client retain photocopies of non-cash items sent for deposit.**
9. Depositor recognizes that in following the instructions of Depositor Bank may come into possession of items which parties other than Bank can deposit or claim an interest in. In that regard, Depositor hereby agrees to at all times indemnify and save Bank harmless from and against any and all claims, actions, whether groundless or otherwise, as well as from and against, any and all liabilities, losses, damages, judgments, costs, charges, attorneys' fees, and any other expenses of every nature and character in any way related to claims by any party or parties other than Depositor, whether by action or non action, with respect to any item of any nature whatsoever, alleged or claimed to have been delivered to Bank by Depositor.
10. Except for gross negligence or willful misconduct, Depositor agrees that officers and employees of Bank shall not be individually liable to Depositor for any action or non action on the part of such persons.
11. Deposits delivered by the courier on a business day after 6:00 p.m., or on a day when Bank is not regularly open for business, need not be opened, verified or credited by Bank until the following business day.
12. This Agreement shall continue from month-to month until terminated by any party, by giving at least thirty days written notice to the other party hereto. Such notice shall be delivered either personally or by first class U.S. mail postage pre-paid, to the party at its address stated above and shall be effective on the earlier of actual receipt or forty-eight hours after depositing in the U.S. mail in the State of California. Any termination of this Agreement shall not affect the rights, duties, and obligations of the parties hereto relating to this Agreement which exist as of the effective date of such termination.
13. Fees for this service will be charged in accordance with the Bank's Schedule of Fees, as those fees change from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date referred to above.

BANK

Pacific Western Bank

By: _____
Bank Officer Signature

Date: _____

DEPOSITOR

_____ *Name of Customer*

_____ *Address, City, State, and Zip Code*

By: _____
Signature

Name: _____

Title: _____

BAG AND KEY AGREEMENT

_____ (“Depositor”),
acknowledges receipt from Bank of the following:

BAG NUMBERS	KEY NUMBERS
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____

Further, Depositor agrees that the Bags and Keys will be returned to Bank immediately upon demand. The cost of replacing Bags or keys, if and when required, may be collected by Bank by a charge to the checking account of Depositor.

Depositor Signature

Date

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BANK USE:

Acknowledged and Approved By:

Courier Manager

Date