

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 Depositor. 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 Depositor permit a third party, including officers or principals of Depositor, to utilize the courier bag for their personal or business deposits, Depositor agrees to indemnify and hold 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, reconstruction and/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 hold 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

DEPOSITOR

By: _____
Bank Officer Signature

Name of Depositor

Date: _____

Address, City, State, and Zip Code

By: _____
Signature

Name: _____
Title: _____

BAG AND KEY AGREEMENT

acknowledges receipt from Bank of the following: ("Depositor"),

BAG NUMBERS

- 1. _____
- 2. _____
- 3. _____
- 4. _____

KEY NUMBERS

- 1. _____
- 2. _____
- 3. _____
- 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

BANK USE:

Acknowledged and Approved By:

Courier Manager

Date