

# Night Depository Agreement

**Financial Institution**

Lone Star National Bank  
Pharr Branch  
206 W Ferguson  
Pharr, TX 78577

**Night Depository User(s)**

**Identification Information**

**Important Account Opening Information.** Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Birth Date(s) (for individuals):

Taxpayer Identification Number(s):

Driver's License No(s)., State(s), Issue Date(s), Exp. Date(s) (for individuals):

Other ID Information (Description, Details):

**Authorized Persons**

Each of the persons who sign in the Execution section of this Agreement and each of the persons whose signatures and names are set forth below are Authorized Persons. You may also designate other Authorized Persons by written notice to us, including their signatures and names. The authority of each Authorized Person will continue until you give us written notice to the contrary.

X \_\_\_\_\_ X \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_

**Other Terms**

**General Information**

Agreement Date:  
Account Number:  
Description of Containers with Locks:  
Description of Container Keys:  
Description of Depository Keys:  
Plan Type:  Plan 1  Plan 2  
Initial Annual Fee: \$

**Execution**

By execution below you and we agree to be bound by this Agreement. You also acknowledge receipt of the containers and keys described above and a copy of this Agreement.

X \_\_\_\_\_ (Seal)

X \_\_\_\_\_ (Seal)

X \_\_\_\_\_ (Seal)

Signed \_\_\_\_\_ For Financial Institution

**Termination**

On termination of this Agreement, if you sign below you acknowledge that all amounts and property placed in the night depository by you or on your behalf have been returned to you or credited to the Account as of \_\_\_\_\_, and if we sign below we acknowledge that you have made any required return of containers and keys provided under this Agreement as of the same date.

X \_\_\_\_\_ (Seal)

X \_\_\_\_\_ (Seal)

X \_\_\_\_\_ (Seal)

Signed \_\_\_\_\_ For Financial Institution

**Definitions.** *Account* refers to the account that will receive any debits or credits in connection with this Agreement. The pronouns *you* and *your* refer to the Night Depository User(s). *We, us* and *our* refer to the Financial Institution. *Authorized Persons* are those individuals who are authorized to act on your behalf in placing items in the night depository, filling out receipts, receiving containers, and other rights and responsibilities assigned in connection with your access to the night depository. Under Plan 1, Authorized Persons may also claim, open, or make deposits from containers placed in the night depository. *Business Day* refers to any day on which we are open to the public for carrying on substantially all our business functions.

**Plan Types.** We will provide you with night depository services under the plan type selected.

**Plan 1:** You may use a container or a tamper resistant bag in the night depository which can be locked or which cannot be opened once sealed without obvious damage. You will not place items in the night depository without first locking or sealing them in the containers along with itemized lists of the contents, copies of which you will retain. Once placed in the night depository, the containers can be removed by us, but must not be opened by us for at least five Business Days. If the containers are claimed and signed for by an Authorized Person before we open them, we must deliver them unopened to the Authorized Person. At that time the Authorized Person may, but is not required to, open the containers and deposit the contents in the Account. After five Business Days have passed without the containers being thus claimed, we may, but are not required to, open the containers by any means necessary. If we open the containers, two of our officers or employees will be present to witness and record the contents, and we will credit the contents to the Account. However, at times, we may utilize technology (i.e. cameras) to serve as the dual control when the containers are being opened and worked on. If there are any discrepancies between the amounts shown on the itemized lists of contents and the actual contents, we will promptly notify you in writing of the discrepancies. You will be entitled to credit only for the actual contents as determined by the bank regardless of what is stated on the itemized lists of contents.

**Plan 2:** You may use a container or a tamper resistant bag in the night depository. You will not place items in the night depository without first enclosing them in the containers along with itemized deposit slips for the enclosures, copies of which you will retain. We will remove and open the containers and credit the contents to the Account no later than the next Business Day after they are placed in the night depository. When we open the containers, two of our officers or employees will be present to witness and record the contents. However, at times, we may utilize technology (i.e. cameras) to serve as the dual control when the containers are being opened and worked on. If there are any discrepancies between the amounts shown on the deposit slips and the actual contents, we will promptly notify you in writing of the discrepancies. You will be entitled to credit only for the actual contents as determined by the bank regardless of what is stated on the deposit slips.

**Keys and Containers.** If keys are provided to you for access to the night depository or to secure a container, you agree not to duplicate them and to return them to us on termination of this Agreement. If containers with locks are provided, you agree to return them to us on termination of this Agreement.

**Deposits.** Notwithstanding anything in this Agreement to the contrary, items placed in the night depository will not become deposits until we open the containers or until the items are deposited by an Authorized Person opening the containers on your behalf, and the items will not become deposits, and the Account will not be credited, unless the items would ordinarily become deposits and be credited to the Account if you presented them to a teller for deposit, without using the night depository. Nothing in this Agreement is intended to determine the extent, if any, to which the items are insured once they become deposits.

**Pre-Deposit Responsibility.** Prior to items placed in the night depository becoming deposits, our responsibility will be limited to the exercise of reasonable care, and unless otherwise required by law we will not insure such items, and our not insuring them will not constitute failure to exercise reasonable care. We will not under any circumstances be liable for consequential damages.

**Permissible Items.** The only items that can be placed in the night depository are cash and checks, drafts, or similar items that would ordinarily be credited to the Account if you presented them to a teller for deposit. If any other items are placed in the night depository you will, upon written notice by us, immediately appear during our normal business hours and retrieve them. The night depository will not be used for any unlawful or dangerous purpose. If we suspect the night depository is being used for any unlawful or dangerous purpose, we may turn any unopened containers and the contents of any opened containers over to law enforcement agencies, and we may report our suspicions and their bases to law enforcement agencies, without any liability whatsoever.

**Due Care.** You must exercise due care when placing items into the night depository and must promptly report to us any problems or unsafe or insecure conditions that you observe regarding the night depository.

**Fees.** You will pay us an annual fee for night depository services in a reasonable amount determined by us. The annual fee may be changed by us after the first year. The annual fee is payable in advance. The annual fee may be debited to the Account without notice.

**Termination.** Either you or we may terminate this Agreement on thirty days written notice. Upon termination by us, you will be entitled to a refund of any unearned portion of the annual fee paid in advance. You will not be entitled to any other refunds.

**Temporary Suspension.** We may temporarily suspend use of the night depository, without any resulting liability, by posting a sign to that effect at or near the night depository in the event of an emergency or to make alterations or repairs.

**Notices.** Written notices granting or terminating authority to act on your behalf in claiming, opening, or making deposits from containers placed in the night depository and written notices changing addresses will not be effective until actually received. Other notices will be effective on mailing, postage prepaid and properly addressed, whether or not actually received, provided such mailing is documented at the time it is made.

**Changes.** These Terms and Conditions, other than the right to terminate this Agreement on thirty days written notice and the right to a refund upon termination by us of any unearned portion of the annual fee, may be changed by us at any time upon thirty days written notice to you. No notice to you is required for annual fee changes.

**Entire Agreement.** This Agreement is the entire and only agreement between the parties concerning this night depository relationship.