

Depository Institution

First National Bank of Moose Lake  
400 Elm Avenue  
Moose Lake, Minnesota 55767

NIGHT DEPOSITORY AGREEMENT

Date \_\_\_\_\_  
Depositor \_\_\_\_\_

Initial Set-Up charge \$ \_\_\_\_\_ received by \_\_\_\_\_ Plan No. \_\_\_\_\_

In consideration of your furnishing night depository service, the undersigned consents and agrees to all the following terms and conditions contained in this agreement.

1. This Agreement when executed by the Depository Institution and the Depositor, shall constitute the entire Agreement between the parties. The Depository Institution may, however, amend, rescind, or add new terms and conditions to the Agreement and any changes so made shall be binding upon the Depositor from and after the personal delivery or mailing to him a copy of such changes.
2. Depositor expressly agrees that the use of the night depository facility shall be at the sole risk of Depositor. Neither the Depository Institution nor any of its agents shall be responsible for any loss or damage sustained by Depositor in the use of said facility which results from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by the gross negligence of the Depository Institution. In no event shall the Depository Institution be liable for damage resulting from causes beyond its control.
3. In no event shall the Depository Institution be an insurer of the contents of the bag(s) deposited by Depositor in the depository facility.
4. This Agreement and Depositor's right to use the night depository facility shall not be assigned or otherwise transferred by Depositor without the prior written consent of the Depository Institution.
5. Either the Depository Institution or the Depositor may terminate this Agreement upon thirty days prior written notice to the other party. The Depository Institution may terminate this agreement immediately upon giving notice either in person or by mailing it to Depositor's address as stated herein if Depository breaches any of its obligations hereunder.
6. Depositor represents and warrants that it is duly authorized to make and enter into this Agreement and that it will furnish Depository Institution with a certified copy of any resolution duly adopted or such other documents as requested by the Depository Institution.
7. Depositor hereby acknowledges receipt of a duplicate original of this Agreement and any instructions pertaining to the use and operation of the said depository facility as Depository Institution in its discretion deems appropriate.
8. The Depository Institution reserves the right to withdraw the night depository from use at any time without notice in case of emergency or need for repairs and shall not be liable for any loss resulting therefrom.
9. Deposits may be placed in the night depository under either the following plans, subject to the terms and conditions applicable to each plan:

PLAN # 1

The Depositor shall use an unlocked pouch or envelope containing a deposit slip. The pouch or envelope must be sealed before being deposited in the night depository. The Depositor shall itemize the currency and each check, draft, or other item included in the deposit on the deposit slip. Depositor must retain for his own records a duplicate of each deposit slip. Coin should not be included in the deposit because the weight of the coin might cause the envelope to break open. Upon the next business day following the day when any such deposit shall have been made or sooner if the Depository Institution so elects, the Depository Institution shall open the envelope, verify the deposit and credit the account of the Depositor in an amount equal to the amount of deposit actually received by the Depository Institution. If the verification discloses any discrepancy between the amount of the deposit shown on the deposit slip and the amount of the deposit actually received, the Depository Institution shall promptly notify the Depositor of such discrepancy. The deposit slip provided by the Depositor is not conclusive as to the contents of the deposit and the determination of the employees of the Depository Institution is conclusive as to the contents of the deposit. The Depository Institution will credit the Depositor's account on the business day following the deposit into the night depository in accordance with its normal account processing procedures. The only obligation of the Depository Institution to the Depositor regarding the contents of the deposit is to use due care in the exercise of its normal procedures in handling of deposits. No relationship of debtor or creditor between the Depository Institution and the Depositor shall arise until the envelope has been opened by the Depository Institution and the deposit has been credited to the Depositor's account, and the Depository Institution shall be liable only for the deposit actually received and credited to the Depositor's account as herein described.

PLAN # 2

The Depository Institution shall furnish the Depositor a depository pouch with a lock and keys. The Depositor shall pay the bank for the cost of such pouch and keys. Deposits made in the night depository shall be made in said pouch and said pouch shall be locked and the pouch shall then be placed in the night depository. There must be included in the pouch with each deposit an itemized list of the cash, checks, drafts or other items enclosed in the pouch. Depositor must retain for his own records a duplicate of such list. The Depository Institution may remove the pouch from the night depository facility and hold the same until called for by the Depositor or its authorized agent. Upon the next business day following the night when any such deposit shall have been made, Depositor or his authorized Agent will appear in person at the Depository Institution and identify and claim the pouch. The Depository Institution will deliver such pouch to the Depositor or his authorized agent upon his written receipt therefore. If the pouch is not claimed by the Depositor within five business days after it is found by the Depository Institution in the night depository, the Depository Institution may then, or anytime thereafter, forcibly open the same in the presence of any two of its officers and employees, remove the contents therefrom and hold the contents in safekeeping for the Depositor or deposit the same to the credit of the Depositor's account as the Depository Institution may elect. It is expressly understood and agreed that the Depository Institution's finding and records with respect to the presence in or absence from the night depository facility, of any such bag(s) and with respect to the contents thereof (in the event of such bag(s) shall not have been locked and or the contents are otherwise exposed) shall be conclusive and binding upon the Depositor. No relationship of debtor and creditor shall arise between the Depository Institution and the Depositor until such deposit shall have been made in the usual manner and credit entered in the Depositor's account, and the Depository Institution shall be liable only for the deposit actually received and credited by it to the Depositor's account as herein described. Depositor hereby acknowledges receipt of the number of pouches, keys for pouches, and keys for the entrance door of the night depository as follows:

No. of Bags with lock/keys \_\_\_\_\_ Key to Night Depository \_\_\_\_\_

The Depositor hereby authorizes the following individuals to pick up locked deposits from the Depository Institution and the Depository Institution may rely upon the following list until a written notice is received by the Depository Institution from the Depositor.

Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____

The above terms are agreed to by the undersigned, as authorized signers for and on behalf of the respective parties.

DEPOSITORY INSTITUTION

DEPOSITOR

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

RELEASE

DATE: \_\_\_\_\_

The undersigned Depositor hereby acknowledges that all of the property deposited in the night depository of the depository institution pursuant to the foregoing Agreement has been returned to the Depositor and all keys to the depository are hereby surrendered.

Keys Received by: \_\_\_\_\_ Signature of Depositor \_\_\_\_\_ Title \_\_\_\_\_

Signature of Depository Institution \_\_\_\_\_ Title \_\_\_\_\_