

Night Depository Service Standard Terms and Conditions

This **Night Depository Service Standard Terms and Conditions**, attached to and made part of the *Night Deposit Agreement* (previously the *Night Deposit Contract*) between Depositor and U.S. Bank, applies to locations with keyed access to the night depository facilities (hereinafter called “depository”). The words “we,” “our,” and “us” refer to U.S. Bank (hereinafter called “bank”), and the words “you” and “your” refer to each and all users of the depository (hereinafter called “depositor”).

By using the bank’s depository, the depositor agrees to comply with the following terms of use. These terms and the Agreement completely replace any earlier terms, conditions, or agreements, either oral or written, with respect to the subject matter herein and supplements the *Your Deposit Account Agreement(s)* between bank and depositor applicable to each account for which night deposits are being made. In the event of a conflict between the terms of *Your Deposit Account Agreement* and the terms of this agreement, the terms of the *Your Deposit Account Agreement* will prevail.

Night Deposit Service

This service is available at many of our branches and allows you to make deposits at any hour of the day or night, whether or not we are open for business. Deposits must be contained in a bag that has been approved or supplied by us. The bank will charge the depositor for supplies ordered through the bank including disposable tamper-evident bags, zippered pouches, and/or locking bags. The bank reserves the right to charge a fee for the night deposit service and a security deposit for keys furnished to access the depository; however, the bank will provide the depositor at least thirty (30) days’ notice of such fee.

The use of the depository shall be at the depositor’s sole risk. The bank is not responsible for any loss, damage, or injury incurred by the depositor while using the depository when caused from a mechanical defect or malfunction of the depository, from the inability of the user to properly operate the depository, from an act of nature, or from acts of vandalism, malicious mischief, or unlawful conduct. Although the depository is designed to be resistant to fire, water, and theft, we do not guarantee absolute safety, nor will we be liable for any contents that are claimed to be damaged or lost, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss.

The depositor shall notify us immediately of any changes to authorized company representatives or employees permitted to pick up unprocessed bags containing negotiable items, coin/change orders, receipts, and/or processed/empty deposit bags.

The bank may withdraw the depository from use at any time without notice in case of emergency, act of God, or need for repairs, and is not liable for any loss resulting therefrom. The bank is not responsible for the operation, safety, or condition of the depository or of any keys, locks, pouches, bags, or other equipment loaned or furnished for use in connection therein.

The bank reserves the right to change the terms of this Agreement (add to, delete from, or alter) as it sees fit. We may change the terms of this Agreement by one or more of the following methods:

- Providing you written notice of the changes (by mail or included inside your empty deposit bags).
- Posting the changes at the U.S. Bank branch where the depository is located.
- Publishing the changes online at usbank.com.

The changes will become effective 15 days after providing, posting, and/or publishing. If you do not agree with the changes, you may discontinue use of the depository and return all equipment to us.

The bank reserves the right to terminate this Agreement upon written notice at any time for any reason. Upon termination, all equipment furnished under the Agreement shall be immediately returned to the bank. Depositor may terminate this Agreement at any time, provided, however, that no such termination shall be effective unless and until all equipment furnished by the bank under this Agreement is returned to the bank.



Making Deposits

Only keys supplied by the bank shall be used for opening the depository. You agree not to duplicate any keys and to notify us immediately if any keys are lost or if a key becomes unusable for any reason.

Each deposit placed in the depository shall include only cash or negotiable items intended for deposit to one or more of your accounts with us and be contained in a bag that has been approved or supplied by us.

For each deposit, you shall enclose an itemized list of cash and checks in the bag and retain a copy of the itemized list for your own records. Each bag must include a deposit ticket with the account name and account number to which we are to make the deposit.

In placing bags in the depository, the depositor shall take the necessary precautions to ensure the bags leave the receptacle and drop down the chute. Should you observe any depository equipment that is missing, damaged, malfunctioning, or inoperable, you shall notify us immediately so corrections can be made.

Processing Deposits

Bags will be removed from the depository in the presence of one or more bank employee(s) on the business day immediately following the day of deposit or as posted on the depository. With regard to the fact that the bag was received by the bank, the record of the employee(s) will be conclusive. The bank reserves the right to refuse to accept any bag or process any deposit if the bag appears torn or tampered with in any way. We will have no liability to you if we refuse to process the bag and will promptly attempt to give you notice of our refusal.

By using the depository, you are directing us to open your bags and process the contents to your designated accounts with us. Unless the bags are clearly marked as "hold-for-processing", we will deposit the contents of the bags in accordance with our normal processing procedures. The depositor shall ensure the bank has the necessary access to open locked bags.

Hold-for-processing bags will be held until an authorized company representative or employee arrives to collect the bags or open the bags for processing by the bank. If hold-for-processing bags remain unclaimed by the depositor after three (3) business days, the bank may forcibly open the bags in the presence of two bank employees. The bank may deposit the contents to the depositor's account or hold the contents for safekeeping. In the event hold-for-processing bags are not locked or clearly marked as "hold-for-processing" upon removal from the depository, the depositor authorizes the bank to process such contents to the depositor's account or hold the contents for safekeeping.

Deposits with a discrepancy greater than \$50 between counted cash and the itemized list will be re-verified by no less than two bank employees. The bank reserves the right to adjust the deposit for discrepancies of \$50 or less without notice to the depositor; and, in addition to adjusting the deposit, may contact the depositor for discrepancies in excess of \$50 for further instruction.

