

CUSTODY LETTER

To Whom It May Concern:

This Custody Letter (the "Letter") is provided by the Custodian to the Owner and confirms the terms and conditions under which the Custodian agrees to hold and safeguard the Property described herein. This Letter sets forth the rights, duties, and responsibilities of both parties respecting the custody and handling of the Property and is governed by the laws of the United States of America.

1. Custodian Information:

Name: _____
Address: _____
Contact Phone/Email: _____

2. Owner Information:

Name: _____
Address: _____
Contact Phone/Email: _____

3. Property Description:

Description of Property to be Held in Custody:

4. Custody Terms and Conditions:

The Custodian agrees to hold the Property in safe custody and to exercise reasonable care in its maintenance and protection. The Custodian shall not use the Property for any purpose other than safekeeping unless authorized in writing by the Owner.

The Owner represents that they have full legal title to the Property and that the Property is free from liens, encumbrances, or claims by third parties. The Owner agrees to indemnify and hold harmless the Custodian from any claims, losses, or damages arising out of ownership or possession of the Property.

The Custodian shall notify the Owner promptly of any damage, loss, or other matters affecting the Property. The Custodian shall not be liable for loss or damage resulting from causes beyond its reasonable control, including but not limited to acts of God, theft, or negligence by third parties.

The Custodian shall permit the Owner or their authorized representatives to inspect the Property upon reasonable notice during normal business hours.

The Custodian shall maintain insurance coverage as required by applicable laws or as mutually agreed, and shall provide proof of such insurance to the Owner upon request.

5. Term and Termination:

This Custody Letter shall commence upon signing and shall continue until terminated by either party upon written

notice. Upon termination, the Custodian shall promptly return the Property to the Owner or deliver it as directed by the Owner.

6. Limitation of Liability:

Except for gross negligence or willful misconduct, the Custodian's liability for any loss or damage to the Property shall be limited to the actual value of the Property at the time of loss or damage. In no event shall the Custodian be liable for any consequential, incidental, or punitive damages.

7. Governing Law and Dispute Resolution:

This Letter shall be governed by and construed in accordance with the laws of the United States of America and the applicable state law without regard to conflict of laws principles. Any disputes arising under or in connection with this Letter shall be resolved in the appropriate federal or state courts located within the jurisdiction agreed upon by the parties.

8. Entire Agreement:

This Letter constitutes the entire agreement between the parties concerning custody of the Property, and supersedes all prior agreements, understandings, and communications, whether written or oral, relating thereto. Any amendments or modifications must be in writing and signed by both parties.

9. Signatures:

IN WITNESS WHEREOF, the parties hereto have executed this Custody Letter as of the date set forth below.

CUSTODIAN SIGNATURE

OWNER SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title/Position: _____

Title/Position: _____

Date: _____

Date: _____

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