

CUSTODY AGREEMENT CALIFORNIA

Location: _____ Effective Date: _____

Parties:

Custodian Name: _____
Custodian Address: _____
Custodian Phone/Email: _____
Depositor Name: _____
Depositor Address: _____
Depositor Phone/Email: _____

Description of Property to Be Held in Custody:

1. Appointment and Acceptance of Custodian

Depositor hereby appoints Custodian as the custodian of the property described herein, and Custodian accepts such appointment and agrees to hold and deliver the property pursuant to the terms of this Agreement.

2. Property Description

The property subject to this custody agreement is described as follows: [Insert detailed description of the property, including any identifying marks, serial numbers, or other pertinent details].

3. Custodian's Duties

Custodian agrees to hold, safeguard, and deliver the property only in accordance with the terms of this Agreement and applicable California law. Custodian shall not use the property for any purpose other than safekeeping, shall exercise reasonable care in its custody, and shall return the property upon proper request by Depositor or other authorized person.

4. Term

This Agreement shall commence on the effective date and shall continue until terminated by either party upon written notice or upon delivery of the property as provided herein.

5. Delivery and Return of Property

Custodian shall deliver the property to the Depositor or any other person authorized in writing by the Depositor upon receipt of proper identification and written instructions. Custodian shall keep records of all deliveries and receipts.

6. Compensation and Expenses

Depositor shall pay Custodian the agreed fees for services rendered under this Agreement. Custodian may also be reimbursed for reasonable expenses incurred in connection with the custody of the property.

7. Liability and Indemnification

Custodian shall be liable only for losses or damages resulting from gross negligence or willful misconduct. Depositor agrees to indemnify and hold Custodian harmless from any claims, damages, or losses arising from lawful custody under this Agreement.

8. Insurance

Custodian may, at its discretion, insure the property or require Depositor to provide insurance coverage. Any insurance procured by Custodian shall be at Depositor's expense.

9. Records and Inspection

Custodian shall maintain records of the property held and shall permit Depositor or authorized representatives to inspect such records during regular business hours upon reasonable notice.

10. Termination

Either party may terminate this Agreement upon written notice. Upon termination, Custodian shall deliver all property held under this Agreement to Depositor or their authorized agent promptly.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the custody of the property and supersedes all prior agreements, whether written or oral.

13. Amendments

Any amendment or modification to this Agreement shall be in writing and signed by both parties.

14. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier service to the addresses set forth above or such other addresses as either party may designate by written notice.

15. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it in the future.

19. No Assignment

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

20. Authority

Each party represents and warrants that it has the authority to enter into this Agreement and to perform its obligations

hereunder.

CUSTODIAN'S SIGNATURE

DEPOSITOR'S SIGNATURE

Signature: _____

Signature: _____

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