

SOLE CUSTODY AGREEMENT

Location: _____ Effective Date: _____

Parties:

Custodian Name: _____

Custodian Address: _____

Custodian Contact (Phone/Email): _____

Owner Name: _____

Owner Address: _____

Owner Contact (Phone/Email): _____

Subject of Custody:

Description of Property to be Held in Sole Custody: _____

Terms and Conditions:

1. Appointment and Acceptance: Owner hereby appoints Custodian as sole custodian of the property described above, and Custodian accepts such appointment subject to the terms herein.
2. Duties of Custodian: Custodian shall exercise reasonable care to safeguard and preserve the property, and shall not use or dispose of it except as expressly authorized by Owner in writing.
3. Custodian's Liability: Custodian shall be liable only for losses or damages resulting from Custodian's gross negligence, willful misconduct, or breach of this Agreement.
4. Owner's Obligations: Owner shall provide Custodian with all necessary documents, instructions, and information regarding the property and shall indemnify and hold Custodian harmless from any liability arising from Owner's acts or omissions.
5. Fees and Expenses: Custodian shall be entitled to receive compensation as agreed by the parties, and Owner shall reimburse Custodian for all reasonable expenses incurred in the custody of the property.
6. Term and Termination: This Agreement shall remain in effect until terminated by either party upon written notice. Upon termination, Custodian shall promptly return the property to Owner or a party designated by Owner.
7. Confidentiality: Custodian shall keep confidential all non-public information relating to the property and Owner, except as required by law or authorized by Owner.
8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles.
9. Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral.
10. Amendments: No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.
11. Notices: All notices shall be in writing and delivered personally, by certified mail, overnight courier, or electronic

mail to the addresses set forth above or such other addresses as may be designated.

12. Assignment: Neither party shall assign or delegate any rights or obligations under this Agreement without prior written consent of the other party.

13. Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

14. Waiver: Failure to enforce any provision shall not constitute a waiver of any rights under this Agreement.

15. Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one agreement.

16. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties and their permitted successors and assigns.

17. Liability Limitation: Custodian shall not be liable for any indirect, incidental, consequential, or punitive damages.

18. Compliance with Laws: Both parties shall comply with all applicable federal, state, and local laws in the performance of this Agreement.

19. Force Majeure: Neither party shall be liable for failure or delay due to causes beyond their reasonable control.

20. Signatures: The parties have executed this Sole Custody Agreement as of the Effective Date set forth above.

CUSTODIAN'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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