

Content

Title : Template of Standard Form Contract for Safe Deposit Box Rental [Ch](#)

Date : 2005.05.17

Legislative : 1.Promulgated on July 09, 1998
2.Amended on May 17, 2005

Content : This Contract has been taken home by the applicant for review on ____ (year) ____ (month) ____ (day) (The review period is at least 5 days)

Lessee: _____ (signature)

This Contract is entered by and between

Safe Deposit Box Lessee:

Safe Deposit Box Lessor:

Whereas Lessee intends to rent ____ safe deposit boxes in model ____ section____No. ____ located at _____ (address) from Lessor. The parties hereto agree to abide by the terms and conditions set forth as follows:

Article 1 (Nature of Contract)

The Contract concerns the lease of safe deposit box.

Article 2 (Consideration and Payment Method)

Lessee agrees to rent the safe deposit box according to the following conditions:

1. Rent: NT\$ _____, to be paid on lease start day lease renewal day (if applicable) other (_____).
2. Deposit: NT\$ _____, to be paid on lease start day other (_____).
3. Other (_____).

Article 3 (Term of Lease)

The lease of the safe deposit box starts from _____ (year) _____ (month) (day) for a term of _____.

The lease of safe deposit box may be renewed in the following manner:

If Lessor decides not to renew the lease upon expiration, Lessor should notify Lessee in writing _____ (time) in advance.

Article 4 (Adjustment, Additional Payment and Refund of Consideration)

Lessee shall pay rent on lease start day and renewal date, and pay security deposit or rental deposit on lease start date according to then rental rates announced by Lessor or according to the rental rates specifically agreed between the parties.

The notification of adjustment of consideration at the time of lease renewal, if any, will be carried out in the following manner: If Lessee likes to renew the lease upon expiration and Lessor's rental rate has changed, Lessor should, before the lease expires, notify Lessee in writing of the adjusted rate for the new term and rent due for lease renewal or amount of additional payment or refund for difference in rental deposit, and the deadline for payment or additional payment (at least 30 days).

If Lessor does not deliver a written notice as described in the preceding paragraph, it is deemed that the lease will be renewed under the original terms and conditions. But if the rental rate has been reduced, the new rate will apply.

Article 5 (Account Transfer Authorization)

When the rent for each term, or additional payment or refund of difference in security deposit and rental deposit is due, Lessee authorizes Lessor:

1. without notifying Lessee;
2. after notifying Lessee; or
3. after notifying Lessee, but Lessee did not inform Lessor how the additional payment or refund should be handled in 7 days; to automatically deduct the amount from or deposit the refund into Deposit Account No. _____ opened by Lessee with Lessor's Department, Branch, and this lease serves as proof of authorization.

Article 6 (Deduction of Security Deposit or Rental Deposit)

Where Lessee breaches the agreement in this Contract and therefore becomes liable for damages sustained by Lessor thereof, Lessee agrees that when the amount of compensation is confirmed, Lessor may proceed to deduct the amount from the security deposit or rental deposit paid and ask Lessor to pay for the shortfall, if any.

Article 7 (Lessee's Access to Safe Deposit Box)

To access the safe deposit box, Lessee will use a key, signature left on file or another agreed identification method, fill out a box access record card, and after verification by Lessor, meet with Lessor's personnel to open the safe deposit box. Unless it is otherwise agreed, Lessor's personnel will leave Lessee alone after the box is opened and Lessee will remove items from or deposit items into the box on his/her own. When there are too many people in the vault, Lessor has the right to reasonably limit the number of people accessing their boxes at the same time.

Unless it is otherwise agreed, the parties agree that when a third person holds the key to Depositor's box and apply for access to the box by the agreed identification method, it will be treated as if Lessee is applying for access to the box in person, to which Lessor may not reject.

Article 8 (Scope and Restriction of Box Contents)

Lessee may place securities certificates, rights certificates, valuables, souvenirs and other articles or documents in the safe deposit box. Deposit of dangerous items, banned or illegal goods, combustible or explosive, articles that threaten public safety or public health, or moist, odorous or easy to rot or decay items, and others _____ is not allowed.

Where Lessee breaches the preceding paragraph that results in damage to the safety deposit box or other facilities in the vault, or causes Lessor to become liable for third parties, Lessee shall compensate Lessor for damages incurred thereof.

For the sake of preventing safety hazard or for criminal investigation initiated by judicial or police agencies, Lessor may, without prior notice to Lessee, meet with judicial officials or police to search or seize the contents in Lessee's box according to law. If any of the contents is seized thereof, Lessor should promptly notify Lessee of the situation in writing.

Article 9 (Possession, Keeping and Custody of Keys)

Each safety deposit box will have two keys, one of which will be given to

Lessee for possession and the other will be kept by Lessor after Lessee and Lessor jointly seal it in an envelope. Upon the expiration or termination of lease, Lessee shall return the key in his/her possession to Lessor. Lessor may not use the aforementioned sealed key before the lease is terminated, unless in circumstances as provided in Paragraph 3 of Article 8, Article 17 and Article 20 herein.

Lessee may not duplicate the key provided to him/her at his/her own discretion. If Lessee is found to breach the preceding provision, Lessor may unconditionally confiscate and destroy the duplicated key, and Lessee shall be held liable for dispute and damages arising thereof.

If Lessee loses his/her key, Lessee shall pay the necessary fee of NT\$____ for replacement, and shall be held liable for damages incurred by Lessor or any third party thereof.

Article 10 (Lessor's Duty of Care)

Lessor shall exercise the duty of care of a good manager with regard to the safety, safeguard and maintenance of safe deposit box and vault as well as box access formalities.

If the safe deposit box and vault provided by Lessor do not meet the basic safety requirements set forth by the competent authority or Lessor's operational formalities for accessing safe deposit box does not follow its established rules and the procedure agreed herein, Lessor shall be deemed to fail in performing the duty of care of a good manager.

The basic safety requirements mentioned in the preceding paragraph constitute a part of this Contract after it is attached hereto. When the requirements become stricter, the new requirements shall apply.

Article 11 (Indemnity)

Where Lessee's deposits in the safe deposit box are stolen, lost, destroyed, degenerated, or otherwise damaged as a result of deficiency in the establishment or management of the safe deposit box, the parties agree to handle the situation in the following manner, unless it is otherwise agreed:

1. If the contents and dollar amount of loss filed by Lessee after damage has occurred do not exceed NT\$_____ (which shall not be less than NT\$50,000), Lessor will compensate Lessee for the amount of loss filed.

2. If Lessee's claim of loss exceeds the aforementioned amount and Lessor agrees to such an amount, Lessor will compensate Lessee for the amount of loss claimed, up to NT\$_____ (which shall not be less than NT\$500,000).

Lessee is entitled to seek more damages if he/she could prove that the amount of loss he/she has incurred exceeds the amount provided in Subparagraph 2 of the preceding paragraph.

The amounts in Subparagraphs 1 and 2 of Paragraph 1 should be jointly agreed on by Lessee and Lessor, instead of being decided unilaterally by Lessor.

Article 12 (Obligation of Lessee or Heir to Notify)

Where Lessee or his/her heir has any of the following situations, they shall promptly notify Lessor in writing, or via Lessor's automated telephone voice system, hotline or in other agreed manner:

1. Loss of key or change of password.
2. Change or loss of seal.

3. Name change.
4. Change of organization name or representative's name in case Lessee is a juristic-person organization.

5. Access to safe deposit box to put on hold due to inheritance proceedings or other material events.

Lessor shall suspend access to safe deposit box after receiving a notice as provided in Subparagraph 1, 2, or 5 of the preceding paragraph and until Lessee or heir has completed the required formalities. Lessor will be held liable for the damages of Lessee or his/her heir resulting from its failure to suspend access to safe deposit box.

Where Lessee or his/her heir fails to notify Lessor in accordance with the provisions in Paragraph 1 hereof, Lessor shall not be held liable for any damages incurred by them thereof.

Article 13 (Non-renewal upon Expiration of Lease)

When the lease expires, Lessee should carry out the formalities of lease renewal or termination at Lessor's business place.

When the lease expires, Lessor may stop Lessee's access to the safe deposit box before Lessee has completed the formalities of lease termination or renewal and paid any rent owed.

If Lessor terminates the lease after the lease has expired, Lessor is subject to rent due from the original expiration date to the date the termination formalities are completed or the date the safe deposit box is forced open.

Article 14 (Failure to Pay Security Deposit or Rental Deposit in Full as Agreed)

Where Lessee fails to pay security deposit or rental deposit in full as agreed, Lessee shall be subject to delay interest at an annual rate of Lessor's basic lending rate offered on the day late payment occurs plus ____ 0.25 percentage points from the date of delay to the date of payment.

Article 15 (Procedure for Lease Termination and Refund of Rent)

Lessee may terminate the lease at any time by carrying out the formalities in person or by an authorized agent appointed in writing at Lessor's business place.

When Lessee terminates the lease, the rent will be charged by the month and by days for a partial month, and will be deducted from the rent already paid by Lessee. If there is underpayment of rent, Lessee will pay the shortfall; if there is overpayment, Lessor will refund the excess payment.

If Lessee has paid rental deposit at the time the lease is signed, Lessor will refund the rental deposit with no interest accrued when Lessee terminates the lease.

Article 16 (Causes for Termination of Lease by Lessor and Refund of Rent)

If Lessor has any of the situations below, it may notify Lessee the termination of lease _____ day in advance in writing:

1. Lessor plans to repair or relocate the safe deposit box facilities or close its safe deposit box business.

2. Lessor has served Lessee notice to pay the difference in rental deposit according to the agreement in Paragraph 2 of Article 4 herein, but Lessee fails to make payment after _____ months.

3. Lessee has unpaid rent on the safe deposit box and fails to pay off in _____ days after Lessor has served him/her a payment notice.

4. Lessee's use of the safe deposit box or entry/exit into/out of the safe deposit box facilities has caused damage to Lessor or any third party.

5. There is sufficient fact to show that Lessee has breached the scope and restrictions of box contents as provided in Paragraph 1 of Article 8 herein and Lessee has failed to remedy the situation at Lessor's business place during a given time period as indicated in Lessor's notice.

6. Lessee breaches other agreements of the lease.

Where Lessor terminates the lease due to a cause as provided in Subparagraph 1 of the preceding paragraph, Lessor will charge rent based on the actual days of rental and refund the prepaid rent not yet due plus interest accrued at the legally stipulated rate. Where Lessor terminates the lease due to any cause as provided in Subparagraphs 2 to 6 of the preceding paragraph, Lessor will charge rent by the day and refund the undue rent already paid by Lessee with no interest accrued, and refund the security deposit and rental deposit with no interest accrued when Lessee completes the lease termination formalities.

The refundable rent, security deposit and rental deposit mentioned in the preceding paragraph may be used for offset according to law.

Article 17 (Causes and Method for Forced Opening of Safe Deposit Box)

If Lessee fails to carry out lease renewal in ____ months after the lease has expired and Lessor has sent a notice to the effect, or the lease is terminated but Lessee fails to carry out related formalities during the time period as notified by Lessor, Lessor may request the service of a notary public as provided by law or notify the contact person of Lessee to meet and use the sealed key to open the safe deposit box.

Article 18 (Handling of Contents after Forced Opening of Safe Deposit Box)

After the safe deposit box is forced open, the contents will be handled in the following manner:

1. Lessor will, together with the notary public or contact person mentioned in the preceding article, take inventory of the contents and produce a list, and temporarily pack the contents in a sealed package (with signature or stamp affixed), and immediately notify Lessee to pick up the contents in ____ months (at least six months).

2. Where Lessee fails to pick up the contents within the aforementioned time period and the security deposit or rental deposit paid is insufficient to cover the overdue rent and other damages, Lessor is entitled to sell the contents according to law and use the proceeds to offset the amount owed; if there is any leftover, Lessor will hold it under special deposit for withdrawal by Lessee, and if there is any shortfall, Lessee is responsible for making it up.

3. Where Lessee fails to pick up his/her contents within the time period provided in Subparagraph 1 hereof and the contents apparently do not have any cash value, Lessee agrees to forfeit his/her ownership of the contents and leave their disposal to the sole discretion of Lessor.

In case the situation in Subparagraph 2 or Subparagraph 3 of the preceding paragraph occurs, Lessor shall notify Lessee of how things have been handled.

Article 19 (Sublet and Assignment of Box)

Lessee may not sublet or assign the safe deposit box to a third person or

use the lease right for the creation of a pledge.

Article 20 (Third-Party Compulsory Execution)

Where a third party requests a court order of compulsory execution over Lessee's deposits in the safety deposit box, Lessor should promptly notify Lessor of the situation if it has opened the box under court order.

Article 21 (Service of Documents)

Lessee agrees that the address stated in this lease will be the mailing address for delivery of relevant correspondence. If Lessee or his/her contact person changes address, Lessee should promptly notify Lessor in writing or in another manner as agreed and agree that the changed address shall be the mailing address for delivery of correspondence. If Lessee does not notify Lessor of address change in writing or in another manner as agreed, the address shown in the lease or the address last notified by Lessee will be the address where Lessor sends correspondence. When Lessor sends a notice or document to Lessee, such documents or notices are deemed legally served after normal delivery time.

Article 22 (Court of Jurisdiction)

In case litigation arises out of the Contract, the parties agree that _____ District Court at where the safe deposit box is located be the court of jurisdiction for the first instance, unless the law provides special provisions for exclusive jurisdiction.

Article 23 (Special Agreements)

Lessee and Lessor agree especially on the following:

- 1.
- 2.
- 3.

Article 24 (Miscellaneous)

For matters not specified in the Contract, Lessee and Lessor will make separate agreements or follow applicable laws and regulations.

Article 25 (Counterparts)

This Contract is executed in ___ counterparts. Each party will hold ___ copies for compliance.

Notes:

Note 1: In light of technological advancement and future trends, the "identification methods for accessing safe deposit box" referred to in Article 7 will be determined by respective financial institutions in view of the equipment they employ. It does not have to be a key or signature (seal). The use of IC card or electronic identification is also acceptable.

Note 2: The annual rate for delay interest in Article 14 shall not be more than twice the bank's offered rate.

Note 3: "Mandatory and Prohibitory Provisions of Standard Form Contract for Safe Deposit Box Rental" are applicable only if the lease of safe deposit box involves a reciprocal relationship. The Provisions do not apply if the use of safe deposit box is non-reciprocal (i.e. no consideration is paid for the use of box).