

CUSTODY AGREEMENT

Location: _____ Effective Date: _____

PARTIES

Custodian: _____

Custodian Address: _____

Custodian Phone/Email: _____

Customer:

Customer Name: _____

Customer Address: _____

Customer Phone/Email: _____

Custody Details:

Item(s) to be held in custody: _____

Description and Identification: _____

Location of Custody: _____

Term of Custody:

Commencement: _____ Termination: _____

Custodian Obligations:

The Custodian agrees to hold the items described above safely and securely, exercising reasonable care and diligence appropriate to the nature of the items. Custodian will not use or permit use of the items for any purpose other than as expressly authorized in writing by the Customer.

Custodian shall maintain appropriate insurance coverage to protect against loss or damage to the items while in custody, and will provide Customer with evidence of such insurance upon request.

Customer Obligations:

Customer shall provide accurate and complete information regarding the items placed in custody, including any special handling or storage requirements.

Customer shall pay all agreed fees for custody services promptly as specified in this Agreement.

Fees and Payment:

Custody Fee: _____ CAD

Payment Terms and Schedule: _____

Liability and Indemnification:

Custodian shall not be liable for any loss, damage, or deterioration of the items except to the extent caused by Custodian's gross negligence or willful misconduct.

Customer agrees to indemnify and hold harmless the Custodian against any claims, damages, or losses arising from the items except to the extent caused by Custodian's gross negligence or willful misconduct.

Access and Inspection:

Customer or authorized representatives may access and inspect the items during normal business hours upon reasonable prior notice to the Custodian.

Termination and Return of Items:

Either party may terminate this Agreement by providing written notice to the other party.

Upon termination, Custodian shall return the items to Customer or as Customer directs, subject to payment in full of all fees and charges owing at the time of termination.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable Province without regard to conflict of law principles.

The parties consent to the exclusive jurisdiction of the courts located in the Province where the Custodian maintains its principal place of business.

Miscellaneous:

This Agreement constitutes the entire agreement between the parties regarding the custody of the items and supersedes all prior understandings.

No amendment or modification of this Agreement is valid unless in writing and signed by both parties.

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

CUSTODIAN SIGNATURE

CUSTOMER SIGNATURE

Signature: _____

Signature: _____

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