

NORTH BEACH WATER DISTRICT  
PACIFIC COUNTY, WASHINGTON  
RESOLUTION NO. 06-2014

A RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF NORTH BEACH WATER  
DISTRICT, PACIFIC COUNTY, WASHINGTON,  
AUTHORIZING THE GENERAL MANAGER TO  
LEASE A SAFE DEPOSIT BOX AT BANK OF THE  
PACIFIC, OCEAN PARK BRANCH

**WHEREAS**, North Beach Water District keeps vital records and data at its business office in a manner that is not protected from fire or other loss; and

**WHEREAS**, the loss of these records and data would result in significant harm do the district; now, therefore,

**BE IT RESOLVED** by the Board of Commissioners of North Beach Water District, Pacific County, to authorize its general manager to sign a safe deposit lease agreement with Bank of the Pacific to which the terms and conditions of the lease agreement are attached hereto and incorporated herein as Exhibit "A".

**ADOPTED** by the Board of Commissioners on North Beach Water District, Pacific County, Washington at a special meeting held on the 24<sup>th</sup> day of February, 2014.

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Brian Sheldon Commissioner  
Position #1

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Gwen Brake, Commissioner  
Position #2

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Glenn Ripley, Commissioner  
Position #3

**Safe Deposit Box Lease**

**Lessor**

Bank of the Pacific  
1802 Bay Ave  
Po Drawer B  
Ocean Park WA 98640

**Lessees (Names and Addresses)**

This is not a valid lease agreement. This can only be used to identify the Terms and Conditions of a box.

**Important Account Opening Information**

Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Birth Dates (for individuals):  
N/A

Taxpayer Identification Numbers:  
N/A

Gov't Issued Photo ID Types, Numbers, Issuers, Issue Dates, Exp. Dates (for individuals):  
N/A

Other ID Information (Description, Details):  
N/A

**Appointment of Deputy**

A deputy is appointed as follows, provided he/she accepts appointment and confirms this lease by signing below:

If appointing lessee is an individual, appointment is  intended  not intended as a power of attorney with authority surviving disability of appointing lessee.

Appointing Lessee: N/A

Signature: Do Not Sign (Date)

Deputy's Name: N/A

Deputy's Signature: Do Not Sign (Date)

**Other Terms / Information**

N/A

**Lease Specifics**

Lease Date: N/A

Box No. & Size: Depends on what is available.

Box Keys: 2

Vault Keys: 0

Initial Annual Rent: \$ 0.00

We will  give you notice  
 debit your account no.: N/A

Security Deposit: \$ 10.00

Number of Lessees Required for Access: 1

No. of Deputies Required to Act for a Lessee: 1

Lease Type:  Individual  Joint  Corporation  
 Partnership  \_\_\_\_\_

## Terms and Conditions

**Definitions.** *You* and *your* refer to each and all of the lessees identified on page 1. *We*, *us*, and *our* refer to the lessor identified on page 1. *Safe deposit box* refers to a box or container and the space it encloses. *Vault* refers to our room for keeping safe deposit boxes. *PIN* refers to personal identification number. *Default* refers to any failure to perform as agreed in this lease. *Lease indebtedness* refers to any amounts due us from you under this lease. Unless otherwise specified, words in the singular include the plural, and words in the plural include the singular.

**Lease of Safe Deposit Box.** We are leasing to you the safe deposit box identified on page 1 and space for it in our vault. You will pay us an annual rent in advance. The initial annual rent is stated on page 1. We can change the annual rent after the first year by 30 days advance written notice to you. If "give you notice" is checked on page 1, we will give you written notice at least 10 days before the rent or any other lease indebtedness is due. If "debit your account no.:" is checked on page 1, we will debit the identified account for the rent or any other lease indebtedness without notice to you. If the rent or any other lease indebtedness is not timely paid after such notice, or if there are insufficient funds in such account, you are in default and we can, but are not required to, debit any of your other deposit or share accounts with us without notice to you.

**Security Deposit.** At the time of execution of this lease you will deliver to us the security deposit, if any, stated on page 1. We can use this security deposit to pay all or part of any unpaid lease indebtedness. Any unused portion of this security deposit will be returned to you on the termination of this lease and your vacation of the safe deposit box.

**Access to Vault and Safe Deposit Box.** The number of lessees required for access indicated on page 1 is the number of lessees, acting for themselves or through deputies, who must be present for access to the safe deposit box and its contents. If this number of lessees is present, they can have access without any other lessees being present. The days and times when you will have access to our vault and the safe deposit box and your means of access will depend upon our security procedures, which we can change from time to time. Such procedures can include keys or combinations to the vault or to the safe deposit box, passwords, PINs, signatures, fingerprints, handprints, or other safeguards. We will promptly provide you with information and guidance regarding our security procedures, including any changes. We will not have access to the safe deposit box or its contents, except as required by law, as required by court or administrative order, or as otherwise provided in this lease.

**Our Responsibilities.** We promise to exercise reasonable care. Except as otherwise required by law or otherwise provided in this lease, it is agreed that we will not have

possession or control of the safe deposit box or its contents and that our responsibilities and liabilities:

- (a) Will be limited to those of someone who leases property to another;
- (b) Will not extend beyond the exercise of reasonable care;
- (c) Will not result in any presumptions adverse to us or in our having the burdens of proof, persuasion, or coming forth with evidence at any stage of any litigation regarding the vault, the safe deposit box, the safe deposit box contents, or their loss, damage, or destruction; and
- (d) Will not extend beyond the monetary value of the safe deposit box contents and will not include any damages for, resulting from, or relating to any illegal or dangerous items stored in the safe deposit box.

In no event will our liability exceed any applicable statutory maximum.

**Joint Tenants.** If this lease has two or more lessees, they are joint tenants with right of survivorship with respect to the lease and the safe deposit box. If any of you die, the surviving lessees and only the surviving lessees will continue to have rights under the lease and to the safe deposit box. If there are two or more survivors, their rights under the lease and to the safe deposit box will be held in joint tenancy with right of survivorship. Nothing in this paragraph, however, will determine or affect the ownership of the contents of the safe deposit box or preclude any statutory right of access to the safe deposit box upon the death of a lessee.

**Deputies.** A deputy is an agent, attorney-in-fact, or other representative of the appointing lessee with authority to act on behalf of the lessee with respect to the lease, the safe deposit box, and its contents. The number of deputies required to act for a lessee (including being present on behalf of the lessee for access to the safe deposit box and its contents) is as indicated on page 1. Unless otherwise required by law:

- (a) Whether a deputy's authority will or will not survive the disability of the appointing lessee will depend upon the intention indicated on page 1 or in another document of appointment, there will be no disability prior to a court determination to that effect, and a deputy's authority will continue in any event until we receive actual written notice of the disability;
- (b) A deputy's authority will continue until it ceases under law or under the terms of this lease;
- (c) A deputy's authority will cease upon the death of the appointing lessee and our receipt of actual written notice thereof;
- (d) A deputy's authority will cease if the corporation, partnership, or other non-individual appointing lessee ceases to exist and we receive actual written notice thereof;
- (e) A deputy's authority can be revoked at any time by the appointing lessee's written notice to us; and

## Terms and Conditions, Continued

- (f) A lessee can appoint a deputy by written notice to us in any form, but such notice will not be effective unless it is signed by the lessee, specifically references this lease, indicates whether or not the appointment is intended as a power of attorney with authority surviving the disability of the appointing lessee if the appointing lessee is an individual, and includes or is accompanied by the signature of the deputy accepting the appointment and confirming this lease.

### Corporations, Partnerships, Associations, Organizations.

If you are a corporation, partnership, association, or other organization, you will at our request provide us with a statement in a form satisfactory to us of your board of directors or other governing body indicating authority to enter into this lease and to appoint deputies.

**Contents Not Insured.** The contents of the safe deposit box are not insured by us or any government insurance program. Our not insuring the contents does not constitute a failure to exercise reasonable care. If you want the contents to be insured, you will have to arrange for your own insurance at your own expense.

**No Illegal or Dangerous Items.** You will not store any illegal or dangerous items in the safe deposit box.

**Your Obligation of Reasonable Care.** You must exercise reasonable care regarding our vault, our security procedures, the safe deposit box, and its contents, and must promptly report to us any problems or unsafe or insecure conditions that you observe in using the safe deposit box.

**Death, Disability, Dissolution, or Bankruptcy.** Each of you agrees to give us notice in writing of the death or disability of, or any dissolution, separation, annulment, or bankruptcy proceedings regarding, any of you as soon as such knowledge is obtained. You also agree to give us such notice orally before your next entry into the safe deposit box.

**Keys, Combinations, and Other Access Devices.** You agree not to duplicate any keys provided to you pursuant to this lease. You will return all keys and supply us with all combinations, passwords, PINs, and other access devices on termination of this lease. You will notify us immediately if you lose a key or lose or forget your combination, password, PIN, or other access device. You will pay us any reasonable costs that we incur as a result of such loss or forgetfulness; as a result of your failure to provide us with such keys, combinations, passwords, PINs, or other access devices on termination of this lease; as a result of our being required by law or court or administrative order to obtain forced entry; or as a result of our obtaining forced entry pursuant to the Remedies section of this lease.

**Court Orders and Litigation Expenses.** We have no obligation to challenge the validity of, and are entitled to comply with, any court or administrative order with respect to the safe deposit box or its contents. You will pay our reasonable expenses, including attorneys' fees, in the event we become involved in a dispute or

litigation concerning the safe deposit box or its contents.

**Hold Harmless.** You will indemnify and hold us harmless with respect to your actions regarding the safe deposit box and its contents; with respect to the actions of any deputy; with respect to the actions of any former deputy occurring before we receive actual written notice of the facts ending the former deputy's authority; and with respect to any disposition of safe deposit box contents we make pursuant to this lease or the requirements of law.

**Termination, Vacation, and Removal of Contents.** Unless otherwise provided by law:

- (a) Either you (or any of you) or we can terminate the lease for default by written notice, which will be immediately effective;
- (b) Either you (or any of you) or we can terminate the lease for any other reason by 30 days advance written notice; and
- (c) Upon termination, you will immediately vacate the safe deposit box and remove all its contents.

Any of you can sign the Termination Acknowledgement section of this lease on behalf of all of you. If we terminate the lease for any reason other than default, you will be entitled to a refund of any unearned portion of the annual rent paid in advance not used to satisfy any other lease indebtedness. You will not be entitled to a refund of rent for any other reason.

**Remedies.** We are entitled to all remedies for default that are available under law and to the remedies of a safe deposit company under Rev. Code Wash. sections 22.28.040 and 22.28.060, which provide as follows:

Section 22.28.040: "If the amount due for the rental of any safe or box in the vaults of any safe deposit company shall not have been paid for one year, it may, at the expiration thereof, send to the person in whose name such safe or box stands on its books a notice in writing in securely closed, postpaid and certified mail, return receipt requested, directed to such person at his post office address, as recorded upon the books of the safe deposit company, notifying such person that if the amount due for the rental of such safe or box is not paid within thirty days from date, the safe deposit company will then cause such safe or box to be opened, and the contents thereof to be inventoried, sealed, and placed in one of its general safes or boxes.

"Upon the expiration of thirty days from the date of mailing such notice, and the failure of the person in whose name the safe or box stands on the books of the company to pay the amount due for the rental thereof to the date of notice, the corporation may, in the presence of two officers of the corporation, cause such safe or box to be opened, and the contents thereof, if any, to be removed, inventoried and sealed in a package, upon which the officers shall distinctly mark the name of the person in whose name the safe or box stood on the books of the company, and the date of removal of the property, and when such package has been so marked for identification by the officers, it shall be placed in one of the general safes or boxes of the company at a rental not to exceed the original rental of the safe or box

## **Terms and Conditions, Continued**

which was opened, and shall remain in such general safe or box for a period of not less than one year, unless sooner removed by the owner thereof, and two officers of the corporation shall thereupon file with the company a certificate which shall fully set out the date of the opening of such safe or box, the name of the person in whose name it stood and a reasonable description of the contents, if any.

"A copy of such certificate shall within ten days thereafter be mailed to the person in whose name the safe or box so opened stood on the books of the company, at his last known post office address, in securely closed, postpaid and certified mail, return receipt requested, together with a notice that the contents will be kept, at the expense of such person, in a general safe or box in the vaults of the company, for a period of not less than one year. At any time after the mailing of such certificate and notice, and before the expiration of one year, such person may require the delivery of the contents of the safe as shown by said certificate, upon the payment of all rentals due at the time of opening of the safe or box, the cost of opening the box, and the payment of all further charges accrued during the period the contents remained in the general safe or box of the company.

"The company may sell all the property or articles of value set out in said certificate, at public auction, provided a notice of the time and place of sale has been published once within ten days prior to the sale in a newspaper published in the county where the contents of the safe or box [is] located and where the holder chooses to conduct the sale. If the holder chooses not to sell the contents at public sale, the contents shall be delivered to the department of revenue as unclaimed property.

"From the proceeds of the sale, the company shall deduct amounts which shall then be due for rental up to the time of opening the safe, the cost of opening thereof, and the further cost of safekeeping all of its contents for the period since the safe or box was opened, plus any additional charges accruing to the time of sale, including advertising and cost of sale. The balance, if any, of such proceeds, together with any unsold property, shall be deposited by the company within thirty days after the receipt of the same, with the department of revenue as unclaimed property. The company shall file with such deposit a certificate stating the name and last known place of residence of the owner of the property sold, the articles sold, the price obtained therefor, and showing that the notices herein required were duly mailed and that the sale was advertised as required herein."

Section 22.28.060: "Whenever the contents of any such safe or box, so opened, shall consist either wholly or in part, of documents or letters or other papers of a private nature, such documents, letters, or papers shall not be sold, but shall be deposited with the department of revenue as unclaimed property unless sooner claimed by the owner. The department may hold or destroy documents or letters or other papers, and the holder shall not be held liable to any person or persons whatsoever for the destruction of papers or other contents which the department declines to accept.

"The provision of this section shall not preclude any other remedy by action or otherwise now existing for the enforcement of the claims of a corporation against the person in whose name such safe or box stood, nor bar the right of a safe deposit company to recover so much of the debt due it as shall not be paid by the proceeds of the sale of the property deposited with it. The sale or disposition of property in accordance with this chapter shall discharge the holder of all liability to the owner for such sale or disposition, irrespective of whether a better price could have been obtained by a sale at a different time or in a different method from that selected by the holder."

We can report your defaults to credit bureaus and consumer reporting agencies.

**Suspension.** We can suspend access to our vault and your safe deposit box in the event of an emergency or to make alterations or repairs. Unless otherwise provided by law, we also can suspend such access in the event of legal issues, levies, attachments, garnishments, actions, or proceedings concerning the safe deposit box or its contents pending their resolution.

**Notices.** Except as otherwise provided by law, notices to us will not be effective until actually received, and notices to you will be effective on mailing, postage prepaid and properly addressed, whether or not actually received, provided we make a written record of the mailing at the time it occurs.

**Changes.** These Terms and Conditions, other than the right to terminate on 30 days advance written notice and your above stated right to a refund upon termination by us, can be changed by us upon 30 days advance written notice to you. No notice to you is required for changes to our security procedures, but we will provide you with information and guidance regarding them as indicated above.

**Miscellaneous.** This lease is governed by and subject to the laws of the United States and Washington. Headings are not part of these Terms and Conditions and are for reference purposes only. This lease is the entire and only agreement between the parties concerning the safe deposit box.

**Execution**

By execution below, you and we agree to this lease, including the Terms and Conditions, and you acknowledge receipt of any keys described on page 1 and a copy of this lease. If a lessee is a corporation, partnership, or other non-individual, the persons signing on its behalf are appointed and accept appointment as deputies and confirm this lease.

Do Not Sign  
(1) X \_\_\_\_\_  
Print Name \_\_\_\_\_

Do Not Sign  
(2) X \_\_\_\_\_  
Print Name \_\_\_\_\_

Do Not Sign  
(3) X \_\_\_\_\_  
Print Name \_\_\_\_\_

Do Not Sign  
(4) X \_\_\_\_\_  
Print Name \_\_\_\_\_

Do Not Sign  
Signed \_\_\_\_\_ For Lessor

**Termination Acknowledgement**

By signing below you acknowledge on behalf of all lessees that they have removed all contents from the safe deposit box, that they have no further rights to the safe deposit box, and that the lessor has satisfied all its obligations under the lease.

X Do Not Sign \_\_\_\_\_

Print Name(s) \_\_\_\_\_ (Date)

Keys Returned: \_\_\_\_\_

Signed: Do Not Sign \_\_\_\_\_ For Lessor