



2025 Peak Safe Deposit Box Terms and Conditions

1.) Terms and Conditions: The term “Renter” (“Lessee”, “you” or “your”) as used herein shall refer to those persons who have signed the Safe Deposit Box Lease Agreement and Application (“Lease”). The Renter(s), by signing the Lease, rent from Peak Credit Union (“Peak”, “Lessor”, “Credit Union”, “we”, “our” or “us”) a Safe Deposit Box (“box”) in accordance with and subject to all the rules and regulations set forth in these terms and conditions (“Terms and Conditions”). The Lease together with these Terms and Conditions are referred to herein as the “Agreement.”

“Important Information about Procedures for Safe Deposit Box Leases: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or service with the Credit Union. When you execute a Lease to open a safe deposit box, for identification purposes, we will need you to provide your name, address, date of birth, your driver’s license, and/or other identifying documents. You agree to notify the Credit Union immediately of any change of name or address of the Renter, duly authorized agent, Joint Renter, or legal representative.

2.) Important Information about Procedures for Safe Deposit Box Leases: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or service with the Credit Union. When you execute a Lease to open a safe deposit box, for identification purposes, we will need you to provide your name, address, date of birth, your driver’s license, and/or other identifying documents. You agree to notify the Credit Union immediately of any change of name or address of the Renter,

3.) Standard of Care: This Agreement does not create a bailor and bailee relationship between you and the Credit Union. The Credit Union will not, under any circumstances, become bailee or otherwise charged with possession, custody, or control of any property which shall be placed or kept in any rented box, and shall not be required to supervise or control placing property therein, or withdrawing property therefrom. Possession and control of the properties deposited in any box rented from the Credit Union is vested exclusively in the Renter(s). No one is allowed access to a safe deposit box except the people properly authorized on the records of the Credit Union or otherwise authorized by law. Renters are warned not to deliver their keys nor provide their box numbers to anyone not properly authorized by them.

The Credit Union will exercise ordinary care and diligence and take reasonable precautions to guard the box and to prevent access to it by unauthorized people and will not be liable or responsible for the contents in any box. Any provision of this Agreement that limits the Credit Union’s liability does not negate the Credit Union’s duty (if any) under applicable law to act in good faith and with ordinary care. In the event of fire, flood or other emergency or threatened danger or risk to the Credit Union’s property or personnel, or upon instruction of any federal or state agency we, in our sole discretion, may close our vaults and/or forcibly open any box and remove the contents under the supervision of our personnel without prior notice to you.

4.) Access: Access to the safe box shall be permitted only during normal Credit Union business hours. The safe deposit vaults may be closed on any National, State or City Holidays and wherever closing is made advisable by any cause beyond the control of the Credit Union. The Credit Union shall also have the exclusive right to fix the hours for opening and closing the vault, and these said hours may be changed from time to time without notice.

The Credit Union may refuse access to the box while any portion of the rent thereof or any lawful charges on the account thereof are unpaid.

5.) Term and Rental Fee: The term of this lease is one year, and the annual fee is payable in advance. You authorize the Credit Union to deduct the annual fee from a share associated with an account of yours as indicated in the Lease. The rental fee is based on the size of the safe deposit box and shall be agreed when the rental agreement is signed. If a safe deposit box is rented in a month other than May, the annual fee will be prorated according to the scheduled fee payment. The Credit Union shall be entitled to deduct outstanding rental fees and other charges relating to the safe deposit box from the Renter’s account without the need for a special order. The Credit Union reserves the right to increase fee rates, as needed for increased cost of maintenance and installation, upon thirty (30) days’ notice to Renter.

6.) Right to Terminate Lease: The Credit Union reserves the right to terminate this Agreement at any time by giving written notice to the Renter and such notice shall be sufficiently given if mailed to the last known address of the Renter as recorded on the books of the Credit Union or delivered in person to the Renter or their authorized agent or legal representative and upon the surrender of the keys of the box and the removal of the contents, the unearned rent will be refunded. If you terminate this Agreement prior to the end of the term you will not be entitled to a refund of the amount of any annual fee paid in advance.

7.) Insurance: No insurance coverage of any kind is provided by NCUA or the Credit Union to cover safe deposit box contents. For your protection, you may wish to secure your own insurance through an insurance company of your choice. You must keep a complete list and description of all property stored in your safe deposit box and any available proof of ownership and store the list somewhere other than the box. You understand and agree that safe deposit boxes and vaults are not fireproof, burglarproof or waterproof.

8.) Prohibited Items: No Renter shall deposit or allow to be deposited into the safe deposit box any firearms, ammunition, corrosives, dangerous liquids, perishable goods, explosives, narcotics, or any property of an illegal, malodorous, or destructive nature.

You agree not to use the box to store money, coin or currency unless it is of a collectable nature, and you assume all risks and hold the Credit Union harmless of any loss or alleged loss of said money, coin or currency.

You further agree not to use the box for any dangerous or unlawful purpose or for anything that can be considered a nuisance. You agree that we may turn over to any law enforcement or other governmental agency any object, of yours, which we believe, in our sole discretion, to be prohibited by the terms of this Agreement and we will have no liability for doing so. You forfeit all rights to any contents stored in the box that are not permitted by the terms of this Agreement. You hold us harmless of any loss or alleged loss or other liability for any actions we take, at our discretion, with respect to such prohibited contents.

9.) Authorized Persons: No person other than the Renter or duly authorized agent, or in case of death, bankruptcy, or other disability of the Renter, his legal representative, shall have access to the box, except as thereafter expressly stipulated. Any duly authorized agent or legal representative shall in all respects have the same control over the box and its contents as the Renter. Any and all things done by such agent or legal representative shall be of the same force and effect as though done by the Renter.

10.) Joint Lessee: Any Joint Renter shall have the right without notice to or without the presence of the other Joint Renters or representatives, to have access to the box and to remove the contents and surrender the box and the keys. Any act or statement of one Joint Renter, including the appointment of additional agents, may be accepted and acted upon by the Credit Union as if made by both or all Renters. The death or disability of any Joint Renter shall not affect the right of any other Joint Renter to have access to the box and to remove from the box any or all property placed or kept therein, and the Credit Union shall not be required to give any notice to the representatives of the Joint Renter who is deceased or under disability regarding such access or removal.

11.) Sub-rentals: The Renter may not assign the Renter’s rights under this Agreement. The re/sub-rental of safe deposit boxes to third parties is not permitted.

12.) Obligations After Lease Term Expire: All lease agreements are payable in advance, and if, at the expiration of any term, the Renter shall fail to surrender possession of the box and keys therefore, the Credit Union may, at its option, consider this Agreement renewed for a like term. If at the expiration of any term, (this Agreement not being renewed), or upon termination of this Agreement by notice as above provided, the Renter shall fail to surrender possession of the box and keys therefore, the Credit Union may, at its discretion and as allowed by law, at the end of thirty (30) days’ notice of its intended action, given in the manner prescribed in paragraph five (5), force open the box in the presence of two officers of the Credit Union, and inventory and remove the contents therefrom, holding and retaining the same on special deposit subject to the payment of rent and other expenses, including current market drilling charges, the changes of locks and keys, the safekeeping of the contents after removal and the cost of each key not returned.

13.) Keys to Safe Deposit: Immediate notice shall be given to the Credit Union if a key is lost, and the cost of replacing the same, or of a new lock, shall be paid for by the Renter. Only the Credit Union is authorized to make copies of keys.

14.) Death or Diminished Capacity of Renter: In case of death or diminished capacity of the Renter, the Credit Union shall not be liable for continuing to recognize the right of access to the box of any agent until the manager of

the Safe Deposit Vault shall have actual notice of such death or incapacity.

15.) Limitation of Liability: If the Credit Union shall learn of any state or facts which shall in its judgment make it reasonably probable that it will incur any liability if it permits access to the box to any Renter, Agent, or Representative, then the Credit Union may, in its discretion, refuse such access without incurring any liability. Access may be refused until the Credit Union is indemnified to its reasonable satisfaction against such liability.

16.) Receipt of Legal Process: Should the Credit Union be served with a Court Order commanding it to open the box or to deliver the contents or any part thereof to any person, it shall not be liable to any Renter or Renter’s agent or representative for doing so, provided it retains an inventory of the contents at the time of opening and takes a receipt (unless refused) for whatever may be delivered.

17.) Conditions and Alterations: This Agreement shall be binding upon the heirs, agents, representatives, and successors of the Renter. The Renter agrees to pay all costs, reasonable attorney’s fees and expenses incurred by the Credit Union in enforcing the Agreement. Renter agrees to any rules and regulations governing the use of the box that the Credit Union may adopt from time to time and the fee schedule, which are incorporated herein by this reference.

18.) Contractual Capacity: the Credit Union will not rent a safe deposit box to any individual under the age of 18.

19.) Arbitration: You agree that upon the election of either of us, any dispute relating in any way to this Agreement will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”).

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A GOVERNMENT TRIBUNAL OR COURT OF LAW. YOU ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR US REQUEST IT.

What claims or disputes are subject to arbitration? Claims or disputes between you and us about your safe deposit box or any items stored in your safe deposit box are subject to arbitration. Any claims or disputes arising from or relating to this Agreement, any prior agreement between us, or the advertising, the application for, or the approval or establishment of this Agreement are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this Agreement as “Claims.” The only exception to arbitration of Claims is that both you and us have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court’s jurisdiction and proceeds on an individual basis.

As Renter, can I cancel or opt out of this agreement to arbitrate? Yes, you have the right to opt out of this agreement to arbitrate if you tell us within 60 days of the opening date of your box. If you want to opt out, call us at 1-800-258-3115, or visit a local branch. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your lease is terminated; 2) you pay us in full of any outstanding debt you owe; or 3) you file for bankruptcy.

20.) Governing Law and Severability: The above rights and obligations under this lease are governed by and interpreted according to federal law and the law of the Washington State/ Oregon State where your box is located. A determination that any provision of the Agreement is invalid or unenforceable will not affect its remaining terms. If this Agreement conflicts with any statements made by one of our employees or by our affiliates’ employees, this Agreement will govern.

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