



COMMERCIAL DEPOSIT PROCESSING AGREEMENT

THIS COMMERCIAL DEPOSIT PROCESSING AGREEMENT ("Agreement") executed by Boone County Board of Education, Gayle H Gray Middle School ("Client") [REDACTED] ("Client EIN/TIN Number#"), contains the terms and conditions for the use of BB&T commercial deposit services. Other agreements that Client may have entered into with BB&T, including the Commercial Bank Services Agreement, or other applicable deposit account agreement, are incorporated herein by reference.

TERMS & CONDITIONS:

1. Client agrees to purchase from the Bank special two-part disposable commercial depository bags or provide its own special two-part disposable commercial depository bags, that meet the Bank's specifications, which contain separate compartments for (a) coin and currency and (b) checks and deposit slips ("Bags"). The use of other Bag types and envelopes is prohibited.
2. Client agrees to place no more than one (1) deposit in each Bag and place each item in its proper compartment, seal each Bag and place the Bag inside the night depository.
3. Client agrees to itemize the currency, each check, each draft and any other item included in the Bag on a deposit slip. Bank shall open the Bag, remove the deposit slip and make an initial entry to Client's account for the amount of the deposit slip without immediately verifying the contents of each Bag.
4. Client agrees that the Bank's initial entry is subject to correction following a detailed verification by the Bank of the contents of each Bag. Bank will use its best efforts to complete its verification no later than the business day following the business day of the deposit; however, an additional day may be required following weekends or holidays.
5. Upon completion of the Bank's verification, Client agrees that Bank may make any debit or credit adjustments to Client's account which adjustment shall be reflected on Client's periodic bank statement. Client acknowledges that Bank will make funds available in accordance with its funds availability policy based on the amount shown on the deposit slip contained in the Bag. If the Bank's verification reveals an error in the initial deposit entry, Client agrees to promptly reimburse Bank for any amounts erroneously credited and to indemnify and hold the Bank harmless from liability, including attorneys' fees, arising out of the Bank's provision of credit based on the deposit slip or initial deposit entry.
6. The Bank and Client agree that there may be occasions upon which the Bank, in its sole discretion, may process the commercial deposit in the branch on the next banking day after the Bag is removed from the night depository. In these circumstances, the Bank will credit the Client's account after the contents are verified by the Bank. Where the deposit is processed as set forth in this paragraph, the Bank is authorized to credit the Client's account for the actual amount of the deposit rather than the amount shown on the deposit slip. Where the deposit is processed as set forth in this paragraph, the Client agrees that any one (1) Bank associate or its authorized agents may open and inventory the contents of a Bag and such inventory will be conclusive and binding on Client as to the contents of the Bags and amount of credit due to Client's account, notwithstanding any records of Client or deposit ticket to the contrary.
7. The Bank and the Client agree that there may be occasions where instead of placing its Bags into the night depository, the Client or its Authorized Agent, including but not limited to any courier service designated by the Client, delivers its Bags or other similar bags, disposable or otherwise, to a Teller or other Bank associate inside the branch or through the drive through window during regular banking hours and does not wait inside the branch for the bags to be processed ("Over the Counter Transaction"). In these instances, Client agrees that the Terms and Conditions, as set forth herein above, apply to the Over the Counter Transactions and that such transactions do not place any additional liability on the Bank. Client agrees that Bank, in its sole discretion, can refuse to accept any bags that delivered as an Over the Counter Transaction, regardless of whether the Bank has previously accepted such Over the Counter Transaction bags.
8. Client agrees that the relationship established by this Agreement is that of a bailment. Each separate deposit by Client of funds in the night depository, or over the counter transactions, will constitute a separate bailment and each shall be controlled by the provisions of this Agreement. NO BAILMENT SHALL BE DEEMED TO EXIST UNTIL SUCH TIME AS CLIENT HAS DELIVERED A BAG INTO THE EXCLUSIVE CUSTODY AND CONTROL OF THE BANK. Client agrees that "delivery" of a Bag placed in the night depository shall mean that a Bag and its contents have fallen down the interior chute of the night depository and landed on the floor of the interior vault. Placement of the Bag and its contents in the exterior door of the night depository or in the mouth or upper portion of the interior chute shall not constitute "delivery" of the Bag to the Bank. Client agrees that "delivery" of any bag in an Over the Counter Transaction shall mean when the Client or its Authorized Agent, including but not limited to any courier service designated by the Client, have placed the bag into the hands of any Bank associate or its authorized agents and have completed any necessary documentation of the delivery that the Bank in its sole discretion deems necessary. Placement of any bag on the counter without completing the required documentation, if any, does not constitute "delivery" of the bag to the Bank. CLIENT ALSO AGREES THAT CLIENT SHALL BEAR THE ENTIRE RISK OF LOSS UNTIL THE BAG AND ITS CONTENTS HAVE BEEN DELIVERED INTO THE EXCLUSIVE CUSTODY AND CONTROL OF THE BANK.
9. Client agrees that any funds placed in the night depository or delivered as an Over the Counter Transaction shall not be considered as having been deposited to Client's account, nor shall the relationship of debtor-creditor arise, until such time as the Bank has opened the depository Bags, verified the contents, pursuant to the Terms and Conditions set forth herein, and accepted the same as a general deposit by an associate.
10. To assist in ensuring delivery of the Bag to the Bank, Client agrees to unlock the night depository, place one sealed Bag at a time into the night depository chute, lock the night depository door, and remove the key before leaving. Client further agrees, for each Bag placed into the night depository chute, Client will close the night depository door and then re-open the door to ensure that each Bag has in fact fallen down the chute.
11. Client agrees to access night depository by use of a key and keep the key(s) secure and available only to Authorized Agents of the Clients. Client agrees to give the Bank written notice of the loss of any key within two (2) business days of the day in which the Client becomes aware that such key is lost.
12. Client agrees to give the Bank written notice of any irregularity in or the loss of any Bag or its contents within thirty (30) calendar days of the day in which the Bag is alleged to have been delivered to the Bank. Thereafter, the Bank's records as to the receipt or non-receipt of the Bag or the amount of the contents of the bag shall be conclusively presumed to be correct.
13. In the event that Client gives timely written notice that either a Bag or its contents have been lost, stolen, or otherwise mysteriously disappeared after delivery to the Bank, or that the amount of the contents of a Bag does not agree with Client's records, then Client agrees to have the burden of proving by clear and convincing evidence that (a) the Bag and its contents were in fact delivered into the exclusive custody and control of the Bank; (b) the exact dollar amount of the money and items in the Bag; and (c) that the Bank was grossly negligent. Client also agrees to take all reasonable steps to mitigate any loss or damages.
14. Upon discovery of an unusual condition or a defect in the equipment installed by the Bank, the Client shall report such findings, as soon as possible, in order that these defects or unusual conditions may be corrected. In no event shall the Bank be liable for the loss or disappearance of any item other than coin and currency. Such liability shall be limited to an amount not to exceed the average deposit of coin and currency per Bag during the preceding three (3) month period as determined by Bank records.
15. The Bank reserves the right to withdraw the night depository from use at any time without notice in case of emergency or need for repairs. The Bank shall not be liable for any loss suffered by Client due to the unavailability of the night depository.
16. Except as provided in this Agreement, Bank makes no representations or warranty, whether statutory, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. In no event and under any circumstances shall Bank be liable for any special, incidental, consequential, punitive or indirect damages, including, without limitation, loss of profits, even if the Bank has been advised of the possibility of such damages.
17. Client and the Bank agree that if any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement shall remain valid and enforceable. This Agreement contains the entire agreement of the parties and supersedes any previous discussions, proposals, agreements or representations between the parties concerning the subject matter of this Agreement. This Agreement shall be governed and interpreted pursuant to the laws of the state where the Client's account is held.

AUTHORIZED AGENTS:

Authorized Agents are individuals authorized to deliver, or receive deposit processing bags and to execute or receive receipts for said bags on behalf of the Client. Client has appointed individuals and/or a courier service as Authorized Agents on the BB&T Authorized Agent Designation Form or in other written form that is satisfactory to the Bank, in the Bank's sole discretion. Client may change Authorized Agents at any time by giving written notice to the Bank. Bank's receipt of an updated BB&T Authorized Agent Designation Form or other writing naming new Authorized Agents is deemed to be a revocation of previously named Authorized Agents. Any Authorized Agent's authority shall remain in effect until actual receipt of written notice is received by the branch where the night depository is located.

ACKNOWLEDGMENT OF RECEIPT OF KEYS TO NIGHT DEPOSITORY:

Receipt is hereby acknowledged of _____ keys to the night depository vault door.

This Agreement becomes effective, as of the date below, upon execution of this Agreement by Client.

Date: _____

CLIENT

Signature: _____
(Designated Individual/ Designated Representative on
BB&T Resolution and Agreement for Deposit Accounts
or person authorized by Letter of Designation signed by
a Designated Individual/Designated Representative)

Typed/Printed Name: _____

Associate User ID: _____

Title: _____

After termination retain in a separate file from active agreements for ten (10) years.