

Henderson County Schools

1805 Second Street, Henderson, Kentucky 42420
(270) 831-5000 Fax: (270) 831-5009
www.henderson.kyschools.us



To: Mrs. Marganna Stanley
Mrs. Lisa Baird
Dr. Sally Sugg
Mr. Mike Waller
Mrs. Tracey Williams

From Mr. Steve Steiner

Date: April 12, 2017

Re: Approve Lock Box Designee

For records purposes, we need to assign another designee to have access to the lock box that contains the off-site copy of student transcript tapes. I would like to add Rhonda Garner to be the second designee. Marilyn Schwallier will remain on the list as a designee.

SAFE DEPOSIT BOX LEASE INFORMATION

INDEPENDENCE BANK

DATE

RENTER NAME(S) AND ADDRESS

Henderson County Board of Education
1805 Second Street
Henderson, KY 42420

PRIMARY PHONE

SECONDARY PHONE

SAFE DEPOSIT BOX NO.	BOX SIZE	YEARLY RENTAL FEE	DATE OF LEASE	NO. OF KEYS ISSUED	DATE KEYS ISSUED
RENTER OWNERSHIP			BOX LOCATION		

RENTER #1 INFORMATION

NAME AND ADDRESS

Marilyn Schwallier
Henderson County Schools
1805 Second Street
Henderson, KY 42420

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Unique Identifier:

Primary Phone:

Secondary Phone:

E-Mail Address:

RENTER #2 INFORMATION

NAME AND ADDRESS

Rhonda Garner
Henderson County Schools
1805 Second Street
Henderson, KY 42420

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Unique Identifier:

Primary Phone:

Secondary Phone:

E-Mail Address:

RENTER #3 INFORMATION

NAME AND ADDRESS

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Unique Identifier:

Primary Phone:

Secondary Phone:

E-Mail Address:

RENTER #4 INFORMATION

NAME AND ADDRESS

Title/Capacity:

EMPLOYER NAME AND ADDRESS

Tax ID Number:

Date of Birth:

ID Type:

ID Number:

ID Issued By:

ID Issuing Location:

ID Issue Date:

ID Expiration:

Unique Identifier:

Primary Phone:

Secondary Phone:

E-Mail Address:

BUSINESS ENTITY INFORMATION

BUSINESS NAME AND ADDRESS

BUSINESS FILING STATE

ENTITY DOCUMENT

LAST FILING DATE

FILING EXPIRATION

DATE ESTABLISHED

NATURE OF BUSINESS

PRIMARY LOCATION

RESOLUTION DATE

E-MAIL ADDRESS

TAX ID NUMBER

FACSIMILE AUTHORIZATION ON FILE

YES ☐NO ☐

ASSUMED NAME IF D/B/A

CONTACT NAME

CONTACT TITLE

CONTACT PHONE

OTHER

VERIFICATION / FOLLOW-UP**DEPUTY APPOINTMENT**

Renter(s) do appoint _____, who has signed below, to have the following powers, subject to the terms of the Safe Deposit Box Lease Agreement, concerning my Safe: (1) enter the Safe at any time; (2) deposit any item into the Safe; (3) remove any or all items from the Safe; (4) may exchange or surrender Safe; and (5) may **NOT** appoint a substitute or successor deputy for principal.

This appointment will terminate if you or any one of the renters authorized under this Lease signs the revocation below. In addition, the appointment will terminate upon our written notification of your death.

By signing below, _____ agrees to comply with the Lease, the provisions contained in this appointment and to immediately provide us with written notice upon receiving knowledge of the death of any Renter and of any event which would terminate the appointment.

X _____
Renter Date

X _____
Deputy Date

REVOCATION OF APPOINTMENT

I revoke the powers given to _____ concerning this Safe effective on the date that I signed this Revocation.

X _____
Renter Date

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

SIGNATURES

The terms of the Safe Deposit Box Lease Agreement are agreed to by the undersigned as Authorized Signer for and on behalf of the Institution.

X _____
By Date Its

By signing below, the undersigned as the Renter(s), or as Authorized Signer(s) for and on behalf of the Renter(s), acknowledge that they have received, read and agreed to be bound by the terms of the Safe Deposit Box Lease Agreement, including the provision regarding insurance coverage of the contents.

X _____
By Date

Its

X _____
By Date

Its

X _____
By Date

Its

X _____
By Date

Its

AUTHORIZATION TO CHARGE ACCOUNT

The Institution identified on page 1 is authorized to charge the Account Number shown below, each year or at any time after the expiration date of the Institution's yearly invoice, for the annual rent of the Safe Deposit Box identified on page 1. This authorization shall remain effective until Institution is notified in writing by the undersigned, the Safe surrendered, death or authorization is inoperative due to closed account.

ACCOUNT NUMBER TO BE CHARGED:

X _____
Renter Date

X _____
Date

SURRENDER AGREEMENT

The undersigned surrenders the Safe Deposit Box identified on page 1 in the vaults of the Institution indicated on page 1, and does attest that all property deposited in the Safe Deposit Box has been withdrawn and is now in the Renter's possession. The undersigned acknowledges that the Institution's duties and responsibilities under the Lease are terminated, and Institution is released from any and all claims of any kind whatsoever and may reclaim possession and control of Safe.

KEYS GIVEN TO AND BOX FOUND EMPTY BY:

X _____
Renter Date

X _____
Date

SAFE DEPOSIT BOX LEASE AGREEMENT	INDEPENDENCE BANK
DATE:	

RENTER NAME(S) AND ADDRESS	
PRIMARY PHONE:	SECONDARY PHONE:

SAFE DEPOSIT BOX NO.	BOX SIZE	YEARLY RENTAL FEE	DATE OF LEASE	NO. OF KEYS ISSUED	DATE KEYS ISSUED
RENTER OWNERSHIP			BOX LOCATION		

Financial Institution leases to Renter, and also Renter leases from Financial Institution, the Safe Deposit Box (referred to as "Safe" throughout this Lease) described above, located in the vaults of Financial Institution, according to the terms and conditions set forth below. Throughout this Lease, the terms "you" and "your" refer to the Renter(s), and the terms "we," "us" and "our" refer to the Financial Institution.

NATURE OF LEASE. You agree to lease the Safe for the sole purpose of storing items not inherently dangerous or otherwise of a character likely to cause damage to our premises. You will not use the Safe for any unlawful purpose. You will be liable to us for all damages resulting from a violation of this Lease.

YEARLY RENTAL FEE. You agree to pay the Yearly Rental Fee set forth above, in advance, on with the first payment due on the date of this Lease. We may change the Yearly Rental Fee from time to time by notifying you in our yearly invoice to you. In addition to the Yearly Rental Fee, you agree to pay such service charges, late charges, security deposits, drilling fees and any other fee or charge that we may establish from time to time.

AUTOMATIC RENEWAL. This Lease will automatically renew from year to year unless terminated by either party according to its terms.

JOINT RENTERS. If there are two or more Renters of the Safe, each of you will be bound by the provisions in this Lease. Each of you will have access to or may surrender the Safe without the consent or presence of the other joint Renter(s). The survivor(s) of such joint Renters shall possess jointly and severally all powers, rights and duties for the Safe as are given in this Lease to original Renters. We will not be liable for removal by any one of you of all or part of the contents from the safe. Any notice by us to any one of you will be deemed notice to all joint renters to the extent permitted by law.

LOSS OF ACCESS DEVICE. By executing this Lease, you acknowledge receipt of key(s) or have personally established the combination or other authorized access device to the Safe. We retain no access device or information that would open the Safe. If you misplace or lose one or more of the keys, combinations, or other approved access device, you must immediately give us written notice of that fact. You will be responsible for any and all expenses of replacing an access device, opening the Safe, or changing any lock. We may require advance payment from you for these expenses.

AUTHORIZED ACCESS. We will grant access to the Safe only to you, or your duly authorized agent, deputy, or legal representative upon receipt of a signed form either supplied by or approved by us. The authority of any agent, deputy, or legal representative will continue until we have received written notice of the revocation of such authority from you.

ACCESS TO SAFE. You will have access to the vaults in which the Safe is contained during regular customer business hours of every business day. We may limit or lengthen these hours at our discretion. We are not liable for any mechanical failure which prevents locks from operating. We may temporarily close the vault due to fire, mobs or any other reason we feel is necessary to ensure the security of the vault.

BANKRUPTCY, INCAPACITY, OR DEATH OF RENTER. Each person entitled to access the Safe agrees that before seeking access to the Safe, he or she will notify us of the death of any other person having the right of access to the Safe. We may rely exclusively upon the absence of any such notification in allowing access to the Safe. We may refuse access to the Safe upon a Renter's bankruptcy, incapacity, or death, to the extent permitted by law. We agree to list the contents of the Safe for tax purposes or any other reason that may be required and permitted by law. We may refuse withdrawal of any of the Safe's contents: (1) until (a) we have received satisfactory evidence of authority of any legal representative named for Renter or Renter's estate, and (b) the requirements of any applicable laws pertaining to notice and withdrawal have been met; or (2) until we grant access to any surviving joint Renters as provided in the section of this Agreement titled "Joint Renters". In the event that you as a sole Renter die, or if there are two or more persons as joint Renters and they all die, we agree that by contract, applicable state law shall apply.

DENIAL OF ACCESS; COURT ORDERS. We may refuse access to the Safe if the rent or any other charges owing under this Lease are past due or remain unpaid, or if we are served with certain orders or writs of process by any court or other authority, to the extent permitted by law. We are not responsible for judging whether any order or process is valid or whether the court or authority issuing the order or process has the right to do so. We will not be liable to you for any damages or losses when we comply with all provisions of law or any court order applicable to the Safe.

DEFAULT. You will be in default on the day following any of these events: (1) if you fail to surrender possession of this Safe to us on the termination date of this Lease; (2) if you do not pay the rent and other charges required under this Lease on the date due; or (3) if you breach any other provision of this Lease. Other charges required under this Lease may include the costs for forcibly opening and repairing your Safe, replacing the lock and keys and resetting the combination, notary fees, notifying you, advertising, selling or disposing of the contents of your Safe, interest on amounts due and reasonable attorney fees and costs, to the extent permitted by law.

OUR REMEDIES AFTER DEFAULT. You must correct such a default within the statutory grace period, or if none, within a period of 6 months. Otherwise, we will give you written notice requesting you to pay the due rent and charges and correct any other default within the legally required period, or if no period is specified, 60 days after the date we mailed the notice. If you do not pay the due rent and charges and correct any other default within that period, we may act as permitted by law to forcibly open the Safe and remove all its contents. We may store the contents at your expense without any liability for their safekeeping for as long as the law requires, or if no period is specified, for 90 days after the opening of the Safe. By executing this Lease, you agree that we have a lien on all of the contents of the Safe for any charge and rent due under this Lease. If the charges are still not paid and any other default remains during this time then we have the right to sell, transfer or dispose of all or any part of the contents as permitted by law. We will use any proceeds that we receive from such a sale to reimburse us for all rent and charges. Any surplus will be disposed of in accordance with applicable state law. If any deficiency exists after such a sale, you agree to pay such amount to us upon demand. You also agree that we have a claim upon the proceeds of any sale by other authorized persons. We may also exercise any other remedy permitted by law.

OUR RIGHT OF SETOFF. If you are in default on the rent or other charges due under this lease, and you have an account with us, we reserve the right to charge any account you have with us for the amount due.

NO BAILMENT. The contents of the Safe are unknown to us and we do not exercise any supervision or control over such contents, except in those situations where we are authorized to forcibly open the Safe. Therefore, our relationship with you during the term of this Lease will not be that of bailee and bailor.

CONTENTS NOT INSURED. We do not provide insurance coverage for the contents of the Safe nor are the contents insured by the Federal Deposit Insurance Corporation (FDIC). You may, at your own expense, secure your own insurance.

LIABILITY. You assume all risks arising from the use of the Safe or our storage of the contents, to the extent permitted by law, as well as provided below. We will not be liable for any loss by theft, burglary, robbery, embezzlement, fire or any other reason unless we fail to exercise reasonable care. We will use reasonable care to prevent the opening of the Safe by any individual other than you, your legal representative, attorney-in-fact, or any other person authorized by law or by this Lease. If you leave an item in the Safe which is missing on your subsequent entry to it, this does not: (a) raise the presumption that the property was lost by our negligence or wrongdoing; or (b) place on us the burden of proving that the loss was not our fault. Our total liability for any loss resulting from our negligence shall not exceed 100 times the annual rental charged for the Safe. However, we will not be liable, regardless of our negligence, for the loss of any money, negotiable securities, jewelry, collectibles or other tangible property of value.

CHANGE OF AUTHORIZED SIGNERS. In the event of any change of signers, you agree to supply us, in a form acceptable to us, a newly executed Lease containing the names and signatures of all the newly authorized signers and, if applicable, any new duly prepared authorization document. We may rely exclusively upon the absence of any such notification in allowing access to the Safe.

ASSIGNMENT OR TRANSFER. We may assign or transfer any or all of our interest in this Lease, and in the Safe and vault without your consent. You will not assign this Lease or sublet the Safe. We have the right at any time to remove any Safe to a different location upon giving you notice 10 days prior to the removal of the Safe.

NOTICE OF ADDRESS AND NAME CHANGES. You are responsible for notifying us of any address or name changes and other information affecting your Lease. Such notice shall be in writing, signed by you and with sufficient information to allow us to identify the Safe.

EFFECTIVE DATE OF NOTICE. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the latest address as shown on our safe deposit records, which will be deemed to be the correct address for all purposes.

AMENDMENTS AND ALTERATIONS. Notice will be given to you if we change the terms of this Lease at any time by mailing notice to your latest address as shown on our safe deposit records, by posting a notice of any such changes at our main office, or as otherwise required by law. In any event, the changes will be effective upon the date specified in the notice, but that date will be no less than 10 days following the date of posting or mailing to your address, to the extent permitted by law.

ATTORNEY FEES AND EXPENSES. You agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your Lease and you authorize us to deduct any such loss, costs or expense from any account held with us without prior notice to you. This obligation includes disputes between yourself and us involving the Lease and situations where we become involved in disputes between you and any other person having the right of access to the Safe, another joint renter or a third party claiming an interest in the Safe. It also includes situations where you, any person entitled to access the Safe, another joint renter or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

TERMINATION BY US. We may terminate this Lease by giving you 10 days written notice. You must surrender the Safe and the keys we have given you or the combination to the Safe, at the expiration of the 10 days notice period. At your request, if you are not in breach of your obligations under this Lease, we will pay you a pro rata refund of any rent paid in advance.

TERMINATION BY YOU. You may terminate this Lease by giving us 10 days written notice and by surrendering to us the Safe and the keys or combination to the Safe. You will not be entitled to a refund of any advance rent paid if you terminate this Lease. You will remain liable to us for all damages you have caused as well as for all unpaid rent. By surrendering the Safe and the means of access to the Safe, you will release us from all liability under this Lease.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Lease is governed by the laws of the state in which the Safe is located except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Lease. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Lease come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

TERMS AND PROVISIONS. The Terms and Provisions information provided on the Safe Deposit Box Lease Information are incorporated and made part hereof.

NOTE: