

CUSTODY AGREEMENT

Location: _____ Date: _____

Parties:

Custodian Name: _____

Custodian Address: _____

Custodian Phone/Email: _____

Owner Name: _____

Owner Address: _____

Owner Phone/Email: _____

Recitals:

WHEREAS, Owner desires to place certain property into custody with Custodian, and Custodian agrees to hold, safeguard, and return such property subject to the terms and conditions set forth herein; and WHEREAS, the parties intend this Agreement to be legally binding and enforceable under the laws of the State of Texas.

1. Definitions:

1.1 "Property" means the tangible personal property described in Exhibit A attached hereto and made a part hereof. 1.2 "Custodian" means the party holding the Property under this Agreement. 1.3 "Owner" means the party who delivers the Property to Custodian and retains ownership thereof.

2. Delivery and Acceptance of Property:

2.1 Owner shall deliver the Property to Custodian at the location specified in Exhibit A. 2.2 Custodian shall inspect the Property upon receipt and notify Owner promptly of any defects or discrepancies. 2.3 Custodian's acceptance of the Property shall not constitute any warranty or representation as to the condition of the Property.

3. Custodian's Obligations:

3.1 Custodian agrees to hold and safeguard the Property with reasonable care. 3.2 Custodian shall not use, sell, transfer, or encumber the Property. 3.3 Custodian shall allow Owner reasonable access to inspect the Property upon prior notice. 3.4 Custodian shall notify Owner immediately upon discovery of any loss, damage, or theft of the Property.

4. Owner's Obligations:

4.1 Owner warrants that it has good and marketable title to the Property and full right to place it in custody. 4.2 Owner shall provide Custodian with all information necessary to identify and manage the Property. 4.3 Owner shall indemnify and hold Custodian harmless from any claims arising from Owner's ownership of the Property.

5. Term and Termination:

5.1 This Agreement shall commence upon execution by both parties and continue until terminated as provided herein.

5.2 Either party may terminate this Agreement by providing written notice to the other party at least ten (10) days prior to termination. 5.3 Upon termination, Custodian shall return the Property to Owner in substantially the same condition as received, ordinary wear and tear excepted.

6. Liability and Indemnification:

6.1 Custodian shall be liable only for loss or damage to the Property caused by Custodian's gross negligence or willful misconduct. 6.2 Owner shall indemnify and hold Custodian harmless from any claims, damages, losses, or expenses arising out of Owner's breach of this Agreement. 6.3 In no event shall Custodian be liable for consequential, incidental, or punitive damages.

7. Insurance:

7.1 Owner shall maintain insurance coverage on the Property at all times during the custody period. 7.2 Custodian shall not be responsible for insuring the Property unless explicitly agreed in writing. 7.3 Owner shall provide Custodian with proof of insurance upon request.

8. Governing Law and Venue:

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. 8.2 Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in the county of the Custodian's principal place of business. 8.3 The parties hereby consent to the jurisdiction and venue of such courts.

9. Entire Agreement and Amendments:

9.1 This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. 9.2 Any amendments or modifications must be in writing and signed by both parties to be effective.

10. Severability:

10.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. 10.2 The parties shall endeavor to replace any invalid provision with a valid provision that most closely approximates the original intent.

11. Notices:

11.1 All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or electronic means with confirmation of receipt. 11.2 Notices shall be sent to the addresses set forth above or such other address as a party may designate by written notice.

12. Waiver of Jury Trial:

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Signatures and Counterparts:

13.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. 13.2 Electronic signatures and PDFs shall be deemed valid and enforceable as originals.

CUSTODIAN'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

Exhibit A – Description of Property

The Property subject to this Custody Agreement includes, but is not limited to, the following items:

(Add

additional pages or attach schedules as necessary)

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