

NOTARIZED CUSTODY AGREEMENT

State of: _____ County of: _____

Parties:

Custodian Name: _____

Custodian Address: _____

Custodian Phone/Email: _____

Owner Name: _____

Owner Address: _____

Owner Phone/Email: _____

Custody Property Description:

Item(s) under Custody: _____

Identification Numbers / Serial No(s): _____

Condition at Delivery: _____

Custody Terms and Conditions:

1. Custody and Possession:

Custodian agrees to take possession of the described property and hold it in trust for the Owner, exercising reasonable care to protect and maintain the property in its existing condition. Custodian shall not use or permit the use of the property for any unauthorized purposes.

2. Term of Custody:

The custody period shall commence upon execution of this Agreement and shall continue until the property is returned to the Owner or otherwise disposed of in accordance with this Agreement or applicable law.

3. Duties and Responsibilities of Custodian:

Custodian shall maintain the property in a secure environment, keep accurate records of any inspections, and notify Owner promptly of any damage, loss, or required repairs. Any expenses incurred for maintenance must be approved in writing by the Owner unless emergent circumstances require immediate action.

4. Access to Property:

Owner reserves the right to inspect the property upon reasonable notice to the Custodian. Custodian shall permit access at mutually agreeable times and shall accompany Owner during inspections.

5. Liability and Indemnification:

Custodian shall be liable for any loss or damage to the property resulting from Custodian's negligence or willful misconduct. Custodian agrees to indemnify and hold Owner harmless from any claims, damages, or expenses arising out of Custodian's breach of this Agreement.

6. Insurance:

Custodian shall maintain insurance coverage adequate to protect the property while in custody, naming the Owner as an additional insured or loss payee where applicable. Proof of insurance shall be provided to the Owner upon request.

7. Return of Property:

Upon termination of this Agreement, Custodian shall return the property to the Owner in the same condition as received, ordinary wear and tear excepted. Any damage or loss shall be documented and addressed in accordance with the provisions herein.

8. Termination:

This Agreement may be terminated by either party upon written notice to the other. Upon termination, all duties and obligations relating to custody shall cease except those necessary for the proper return of the property.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____ State.

10. Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed so as to effectuate the intent of the parties.

11. Entire Agreement:

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior proposals, agreements, or understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

12. Notarization:

This Agreement shall be notarized to attest to the authenticity of the parties' signatures and to further evidence the intent to be bound by the terms contained herein.

CUSTODIAN'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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