



Transit No.:

Box No.:

We, the Royal Bank of Canada (the "Landlord"), lease to you, the undersigned (the "Tenant"), Safe Deposit Box No <<BLANK>> (the "Box") in the vault of our branch at <<BLANK>> (the "Branch") from this date forward until this lease is terminated, provided you pay in advance a rental fee of \$<<BLANK>> per year or such other annual fee as we may announce from time to time. This agreement, including the attached terms and conditions which form part of it, shall be referred to as the " Lease".

We may debit Rent and any other amount due to us under this Lease from any of your account(s) with us. If you authorize us in writing, we may also debit these amounts from your account at another financial institution. If you do not have an account with us and you have not authorized us to debit an account with another financial institution, we will send you an invoice. You agree to pay the invoice amount within 30 days, after which late payment charges may apply.

**CONDITIONS OF RENTAL**

The rental of this Box is governed by this Lease. Access to and surrender of the Box shall take place when the Branch is open for business in the manner described below. You may appoint an agent in a Power of Attorney to act in your place during your lifetime. You may also appoint an estate representative in a Last Will and Testament to act in your place upon death.

**Sole Tenant**

- Only the Tenant or their agent have the right to access and surrender the Box.
- In case of the Tenant's death, the estate representative shall have access to the Box upon providing us with evidence of authority.

**IMPORTANT:**

We bring to your attention the attached terms and conditions, which form part of this lease. Please read them carefully.

By signing below you:

- acknowledge receipt of a copy of this lease with its terms and conditions and **TWO (2) KEYS** to access the box; and
- confirm that you have **read and agree to this Lease with its Terms and Conditions.**

**Lease Open Date:**

Authorized Person's Signature

SRF No.:

Name:

**Name of RBC Employee :**

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**1. WHAT THE WORDS MEAN**

"You", "Your" and "Tenant" mean the client who has signed this Lease, including the client's agents and other representatives, and if more than one client has signed, then each of them individually.

"We", "our" and "us" mean Royal Bank of Canada the landlord of the Lease.

"Box" means the Safe Deposit Box, identified on this Lease by the number and branch transit number, that you have rented from us.

"Lease" means this agreement including these terms and conditions governing your renting the Box from us.

"Term" means the calendar year from January 1st to December 31st.

**2. RENT**

You agree to pay us in advance an annual rental fee (the "Rent"), which is subject to change in the future. If the Box is rented partway through the term, then the Rent will be pro-rated for the period remaining in the term.

**3. COSTS**

In addition to the Rent, you agree to pay on demand the following costs, which are subject to change in the future. (the "Costs"):

- (a) the cost of a new key and our service fees, in the event that you lose one key;
- (b) the cost of a new lock and keys, locksmith charges and our service fees, if you lose both keys or we are required by law or court order to forcibly open your Box and an inventory of the Box contents is performed;
- (c) the replacement cost of the Box in the event you damage it;
- (d) if the contents of your Box are considered abandoned under applicable provincial law, any costs incurred for holding the contents and remitting them to the proper authority; and
- (e) any other costs related to the Lease or the Box, such as (but not limited to) invoice fees and late payment fees.

**4. TERMINATION**

The Lease may be terminated:

- (a) by you, at any time, by removing the contents of the Box, surrendering the keys to us and paying the Rent and any other Costs incurred up to the time the keys are returned, or
- (b) by us, for any reason in our sole discretion, at any time upon 30 days prior notice to the last address in our records and you will then immediately remove the contents of the Box, surrender the keys to us and pay Rent and any other Costs incurred up to the time the keys are returned.

If we have received Rent for a period later than the date that the keys were returned, it shall be applied against any of your debts to us or refunded to you. If the Box is surrendered within 6 months after being rented, the minimum rental charge shall not be less than one half of the annual Rent.

If you do not remove the contents of your Box by the date specified in the termination notice, we may then forcibly open the Box, remove and hold its contents until unpaid Rent and Costs are fully paid.

**5. CONTENTS**

The Box is for the deposit of valuables, papers or other property. You will not use the Box for the storage of any liquid, anything of an explosive, dangerous or offensive nature, or an item which may become a nuisance. When requested, you will permit us to inspect the contents of the Box in your presence to enforce this condition.

**6. LIABILITY**

Our liability shall be limited to the exercise of ordinary diligence to prevent unauthorized access to the Box. Damage to or loss of contents of the Box shall not constitute any proof or presumption that the Box has been opened without authority. We shall not be liable for any delay, damage or inconvenience caused by an accident or failure in the working of the Box, the vault or the mechanism of any lock or caused by fire, theft, or act of God.

**7. INDEMNITY**

You agree to indemnify and hold us harmless from and against any unauthorized or wrongful act on the part of you, including your agent(s) and estate representatives, for all costs, loss, expense or liability incurred by us by reason of any proceeding relating to the Box or its contents.

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**8. NON-PAYMENT OF RENTAL**

If you do not pay your Rent or any other Costs incurred when due, we may, upon 30 days prior notice to the last address in our records, forcibly open the Box and remove all contents, in which case we will:

- (a) hold the contents until all unpaid Rent and Costs are fully paid or
- (b) \*\*\*sell the contents of the Box by public or private sale or otherwise dispose of its contents as we may see fit. We will use the proceeds of the sale to pay our expenses of sale, the Rent and any other Costs. Any balance remaining is yours.

\*\*\* Subject to applicable laws in provinces that have enacted legislation governing unclaimed property in safe deposit boxes

**9. ASSIGNMENT, SUBLEASE**

None of your rights under this Lease may be assigned or sublet.

**10. ACCESS**

We may restrict access to the Box if it is necessary to do so. We may also restrict access to the Box if we are served with a court order or other legal process dealing with access to the Box. Upon death if there is no estate representative, we may permit access to the Box to any individual purporting to act on behalf of your estate in order to determine if a Last Will and Testament is contained in the Box.

**11. NOTIFICATION OF CHANGES**

You will be provided with prior notice of any material change to this Lease.

If you access your Box after the effective date of the change, it will mean you have accepted the change.

If this is a Lease held jointly by two or more Tenants and we choose to mail the notice, we will provide only to the address of the first Tenant in our records. For the purpose of receiving notices, each Tenant appoints the other as his agent.

**12. ELECTRONIC COMMUNICATION**

Any agreements, instructions, requests or other communications or document that we receive from you by electronic means, or that is purported to be given by you, regardless of whether it was actually from you, will be considered to be duly authorized by, binding on and enforceable against you. We are authorized to rely and act on the communication even if it differs in any way from any previous communication sent to us. For the purpose of this Lease, the term "**electronic means**" means any communication method permitted by us from time to time that may include computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile or other method of telecommunication or electronic transmission.

You acknowledge that any unsecure communication such as unencrypted email or fax, is not secure, reliable, private or confidential and any notice sent in this manner is subject to interception, loss or alteration or may not be received in a timely manner or at all. If you send us any such unsecure communication, you assume full responsibility for the risks associated with it.

**13. INSURANCE**

Our duties as landlord under this Lease shall not be affected or modified in any way whether or not you have insurance coverage. You might consider insuring the contents of your Box against the loss of your property through burglary, robbery, damage or destruction.

**14. ESTATE REPRESENTATIVES AND SUCCESSORS**

You acknowledge that this agreement binds your estate representatives, successors and assigns. You agree that, upon your death, prior to the issuance of appropriate estate documents, any Box in your name may be opened for the purpose of searching for critical documents, such as a Will or a prepaid funeral contract. Access and possible removal of needed documents will be in the discretion of the Bank and on the condition that the contents are listed in the presence of a Bank employee and a copy of the inventory retained by the Bank. The full contents of the Box will only be released (and the Box closed or the lease transferred) upon receipt of estate documentation satisfactory to us. Whether the Box is leased by you as a sole tenant or jointly, you acknowledge the Bank is obligated to comply with any additional provincial or territorial requirements to list the contents of the Box before they can be removed and to retain a copy of the inventory.

**15. DEFAULT**

You will be in default if you do not perform your obligations within the time given to you to do so.

**16. MASTER CLIENT AGREEMENT FOR BUSINESS CLIENTS**

If you have entered our Master Service Agreement for Business Clients ("**MCA**"), this Lease forms part of the MCA.

**17. LANGUAGE CLAUSE (Quebec only)**

This agreement and all related documents are drawn up in English at the express wish of the parties. Les parties confirment leur volonté que cette convention et tous les documents afférents soit rédigés en anglais.

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