



Retail Lockbox Agreement

Account Title:		
Contact Person:		Phone:
Frequency of Billings:	Number of items:	Type of software used:
Type of Business:		Target Date:
Account numbers:		

Customer desires to use Retail Lockbox services of Bank. Bank is willing to provide such services under the terms and conditions in the Treasury Operations Services Agreement along with the Policies and Procedures listed below.

1. ACCOUNTS

Customer shall open an account into which the Retail Lockbox Payments shall be deposited (“Account”). Each such Account shall be subject to Bank’s ordinary rules and regulations and fees. The Customer shall deliver to Bank any documents customarily required by Bank in connection with such accounts. Bank is not obligated to process any Retail Lockbox Payments until the appropriate account has been established

2. CREDIT ACCOUNTS: Charge backs

Bank shall credit each Account with the amount of payment received as corresponding to such Account. All credited funds are credited conditionally subject to final payment and clearance. Any charge backs shall be debited against the appropriate account designated in writing by the Customer to Bank and Bank shall promptly deliver notice of such charge back to Customer.

3. PERFORMANCE OF SERVICES

The Bank shall perform the services under this Agreement in accordance with reasonable commercial standards applicable to the Bank’s business; In conformity with rules, regulations or laws governing the activities to the Bank; and in accordance with this Agreement.

4. MAIL COLLECTION

Bank shall collect the mail from such post office box in accordance with the Bank’s post office schedule; as such schedule may change from time to time.

5. REMITTANCE ADDRESS

All envelopes containing checks, drafts or money orders (hereinafter referred to as “item(s)”) are to be processed by Bank, which are attached hereto and made a part hereof by reference, and will be mailed to the address set forth therein.

PO Box _____ City, State, Zip Code

6. DEPOSITS

Bank will make one or more deposits of all items processed each banking day for credit to Customer's depository account. The relationship of Customer as a depositor shall commence when money, checks, or other orders for the payment of money, collected at the Retail Lockbox or received at the Bank and are accepted and credited to the Customer's account. In the event that Bank fails or is delayed in making a scheduled Retail Lockbox pickup, and the failure is due to circumstances within Bank's control, Customer's sole remedy shall be to require that Bank process, without charge, the mail not timely picked up. In the event the Bank loses mail picked up from the remittance address, Bank shall have no liability whatsoever for loss of items, other than checks, drafts, money orders, or other forms of negotiable instruments. Bank shall at no time be liable or responsible for any indirect, consequential, or punitive damages, including, but not limited to, lost profits resulting from any act or omission of Bank.

7. CUSTOMER OBLIGATIONS

Customer agrees to provide Bank with unrestricted and exclusive access to Customer's designated Post Office Box locations, in order that Bank might receive all remittance documents printed according to the specifications provided by the Bank. Envelopes containing the remittance documents must be of a size and paper quality as indicated by Bank. Such standards will be mutually agreed upon by Bank and Customer.

Customer agrees to follow the recommendations and specifications outlined by the Bank relating, without limitation, to document specifications for the remittance documents to be submitted to Bank hereunder.

Insofar as the performance of services under this Agreement by Bank requires data, documents, information or materials of any nature to be furnished by Customer, or for personnel, Customer hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank, all within such time and in such form or manner as may reasonable be necessary in order to enable Bank to perform the required services promptly and in a workmanlike manner.

8. DOCUMENT TEST

The parties understand and agree that acceptance of this contract and performance by Bank is dependent on the successful test of Customer's documents. Bank shall have the sole and absolute discretion to determine whether a test has been "successful" After the contract is accepted, customer agrees that it will not change, in any respect, the document or its contents without thirty (30) days minimum prior written notification to Bank and subsequent acceptance, testing, and approval by Bank. Bank reserves the right to test customer's documents from time to time.

9. RETURN CHECKS

Bank shall re-deposit (one time only) all checks deposited to Customer's account which are returned unpaid due to "insufficient funds". If re-deposit is not possible, for reasons such as account closed or "payment stopped" or a check is returned unpaid a second time, the Bank shall charge all such items to Customer's account and the item shall be returned to the Customer.

10. HOLIDAYS

No Retail Lockbox services will be provided on any bank holiday prescribed by the Bank's local Federal Reserve District.

11. **STANDARD PROCEDURES**

Bank will open the envelopes, remove and inspect enclosures and process the remittances as follows:

- a. **Acceptable Payee.** To be acceptable for deposit, the payee of an item must be one of those set forth, or a reasonable variation thereof. The Bank reserves the right, in its sole discretion, to determine what a reasonable variation is. The Bank will make all reasonable efforts to decipher the payee line on all items. However, if the payee line is not legible, as determined by the Bank, in its sole discretion, the Bank shall return the item, unprocessed, to Customer.
- b. **Differing Amounts.** If an item's written and numeric amounts differ, the Bank shall process the check for the numeric amount. If the Bank is unable to determine the numeric amount, the item will not be deposited and will be returned to the Customer for disposition.
- c. **Restrictions and Conditional Notations.** Bank shall not review items for restrictive endorsements and shall have no liability to Customer for the process and deposit of an item bearing restrictive or conditional notations such as "Payment in Full", "Balance on Account", or words of similar import.
- d. **Foreign Banks and Currency.** Items drawn on foreign banks or payable in foreign currency will be sent for collection. Availability of funds will be credited when collection is complete.
- e. **Missing Remittance Advice.** Per customer request, items received without a remittance advice will be returned to the Customer.
- f. **Missing Date.** All undated checks will be dated by the Bank as of the date of processing.
- g. **Stale-Dated.** Bank will make a reasonable effort to return to Customer all checks dated more than six (6) months prior to the processing date.
- h. **Post-Dated Items.** Post-dated items that are three (3) days or more from the date of processing will not be processed and will be returned to the Customer. In the event that the Bank endorses and process a check post dated in excess of three (3) days, Customer's sole remedy against the bank shall be a refund of the charge for processing the check.
- i. **Missing Signature.** Items which do not have the drawer's signature and do not indicate the drawer's identity will not be processed. If Bank is otherwise able to determine the drawer's identity from the face of the check, Bank will deposit the check and affix a stamped impression requesting the drawee bank to contact drawer for authority to pay.

Company Name: _____

First National Bank of the Gulf Coast

Date Accepted: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____