

SUBJECT: Safe Deposit Boxes

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INTRODUCTION

This release applies to all Wisconsin credit unions that offer safe deposit box services. It provides a summary of issues for credit unions to address in their safe deposit box programs. While leasing safe deposit boxes has its hazards, a credit union can reduce risk by establishing and following a thorough safe deposit box program.

State chartered credit unions are given the authority to offer safe deposit boxes to members and those eligible for membership under Wis. Stats. § 186.113(14m) and federal credit unions are given authority to lease safe deposit boxes to members under NCUA Rules and Regulations Part 701.30.

EXECUTIVE SUMMARY

To avoid safe deposit box liability issues, a credit union should have in place a strict internal control program for its safe deposit box operations. The program should include policies and procedures that are to be followed, without exception, when working with safe deposit boxes. The lack of a safe deposit box program or staff noncompliance with an established program may expose a credit union to numerous liability issues – issues that could be avoided or minimized if a program is followed.

WHY DO YOU NEED A PROGRAM?

When looking for a place to store their valuables, members may be impressed when shown safe deposit boxes located within a concrete or steel vault equipped with sophisticated alarms, video cameras, and other security devices. However, physical security is only part of the protection a credit union can offer its members—strict access and control procedures are equally as important in assuring safekeeping. Thieves who specialize in safe deposit thefts often look for institutions with poor procedures.

In addition to reducing the risk of theft, a safe deposit program will also reduce the risk of credit union liability. A credit union may find itself liable in two general situations: when property is missing from a box or when access is given to an unauthorized person. Claimants against financial institutions are more likely to be successful if they can point to a lack of or inconsistent controls. To limit risk, a credit union needs to establish a safe deposit box program for staff to follow. Staff needs to know what to do when a member:

- Wants access to the box to remove some documents,
- Loses the key to the box,
- Co-leases a box with another member,
- Requests that the vault attendant leave the member alone in the vault,
- Dies and the member's spouse wants to get jewelry or other valuables out of the member's box,
- Lets the lease expire, doesn't pay the rent, or abandons the box,
- Uses the box for illegal activity,
- Requests that the vault attendant help find something in the box, or
- Wants to terminate the lease.

PROGRAM COMPONENTS

A credit union's primary defense to any liability challenge is to demonstrate a safe deposit box program that consists of proper operating and security procedures. If challenged, a credit union must be able to prove that it has a program in place, the program is strictly followed, and as a result, the credit union was not negligent in overseeing its safe deposit box operations. The following is a list of important issues that should be addressed in the credit union's safe deposit box program.

Lease

Before a member can use a safe deposit box, the member must enter into a written lease with the credit union. The lease will define the relationship between the member (the lessee) and the credit union (the lessor). Because it is important for the member to understand the lease before signing it, a staff member should be available to answer questions while the member reads the lease. Remind staff to not offer legal advice to the member.

General contract law principles apply to the safe deposit box lease. For example, the credit union should not enter into a lease or agency relationship with a minor. Furthermore, the credit union should make sure all blanks in the lease are completed.

There are many safe deposit box lease forms available through various vendors, including League form #81071 "Credit Union Safe Deposit Box Lease" (hereinafter referred to as the "League lease"). The League lease will be referred to from time to time in this release.

Co-Lessees

Two or more members may decide to jointly lease a safe deposit box. Clear documentation needs to set forth the credit union's understanding of the relationship and the authority of each lessee during life and at death.

If a co-lessee relationship exists, both parties should be made aware that the League lease provides that either party can gain access to the box at any time. If access is to be permitted only when both lessees are present, special instructions will need to be drafted and included in the League lease.

Access

The most important aspect of a safe deposit box program is the credit union's control over access. Extreme caution must be exercised when allowing anyone to access the vault area or an individual safe deposit box. In addition to limiting lessee access, staff access should be restricted only to those employees who have been properly trained and are familiar with the safe deposit box program.

Every entry into the safe deposit box area should be noted in an access log. The log should include the name of the person accessing the box, the box that was visited, and the time and date access occurred. A credit union should also keep track of the other events involving safe deposit boxes including the number of boxes rented, boxes surrendered, payments and rebates made, number of boxes available for rental, and key deposits.

Each person seeking access to the safe deposit box area should be positively identified and his or her authority verified. The person should be required to provide picture identification. Ideally, the photo ID will contain a written physical description of the person as well as a signature. The credit union employee should then verify that the person has authority to access the box.

Every time a person wants to access his or her box, the lessee should be required to sign an access card in the presence of the vault attendant. Exhibit A of this ii Release includes sample language for such a form. The signature on the card should be compared to the original and earlier entries on the access card. To provide a record of when access was granted, the vault attendant should record the date and time and then sign the card. It would also be helpful to note on the card the viewing booth or room used by the lessee and the time the box was returned to the vault. If a lessee is accessing more than one box, the lessee should sign the access cards associated with both boxes.

In most situations, access should only be granted to the lessee(s) or a designated attorney-in-fact (see “Agents” below). If the lessee would like an unauthorized individual to accompany him or her, the individual should sign and record his or her name on the access card. Refusing access should also be noted on the access card.

In place of access cards, some credit unions may use access tickets that are to be completed by the lessee each time access is granted. The tickets should contain similar information to an access card. Instead of a continuing record associated with a specific box, the access tickets provide a chronological record of access to all boxes.

Lessees or attorneys-in-fact should not be allowed access to the vault area unless accompanied by the vault attendant. The vault attendant should not allow more than one lessee or attorney-in-fact access to the vault area at the same time. Together, the lessee or attorney-in-fact and attendant should proceed to the box, use their keys to open their respective locks, remove the box, and take the box to a privacy booth or room for viewing. Until the box is returned, leave the chamber of the box open. At no time should a key be left hanging in a box lock.

A privacy booth or room for viewing box contents should be located outside the vault area. If the lessee is unable to carry the box, the vault attendant can do so, but should make sure that he or she is in clear view of the lessee at all times. A lessee should never be left in the vault area unattended. Credit unions that leave lessees alone and unobserved in the vault area are likely targets for thieves who will rent safe deposit boxes to gain access to others’ boxes.

While viewing the contents of the box, lessees should be instructed never to leave the box unattended. After the lessee leaves the privacy booth or room for viewing, the attendant should make sure that no property is left behind. If property is left behind, it should be placed under dual control and the lessee immediately notified.

When the lessee is done with the box, he or she should notify the vault attendant. The attendant should then escort the lessee back to the vault where the box is then returned to its place and locked.

Powers of Attorney

Lessees can authorize power of attorney (POA) agents to rent safe deposit boxes, access boxes, and do other things.

Please review The League’s *ii Release No. 0168* for guidance on POAs. It includes checklists to be used 1) when a POA is first presented to the credit union, and 2) whenever a POA agent wants to make transactions at the credit union. Those checklists help explain what to look for to see whether a POA authorizes an agent to handle safe deposit box transactions (and other matters).

The release explains that, under Wisconsin law, a credit union can refuse to accept an acknowledged / notarized POA within 10 days after it is presented, but only if it acts in “good faith.” Refusing to accept a POA (or limiting an agent’s authority) without a “good faith” basis for doing so exposes the credit union to the risk of sanctions.

This good faith requirement affects credit union practices on safe deposit POAs in two important ways:

- *Forms.* Old versions of The League’s Safe Deposit Box Lease (WCUL #81071) said, “You may appoint an agent ... on a form approved by us.” The League revised its lease form in 2011 to delete the requirement to use a credit union –approved form. It is generally not “good faith” to insist that the parties use The League’s POA for safe deposit box form (or any other POA form), instead of their own valid POA (whether it was drafted by attorney or not).
- *Multiple lessees.* Old versions of The League’s Safe Deposit Box Lease (WCUL #81071) said, “If there is more than one lessee, an agent may be appointed only by all of you acting jointly.” It also said that “no more than one agent” could be appointed to access a box. The League revised its lease form in 2011 to delete these requirements. If there are co-lessees, each of them is free to name his/her own POA agent to act on his/her behalf. That agent can be granted whatever authority the lessee has in regards to the box. A

credit union that refuses to accept a POA agent's authority because it insists that the other lessees must also consent, may not be acting in "good faith."

Corporations, Limited Liability Companies, Partnerships, Associations and Other Organizations

While most safe deposit boxes will be leased to individuals, a box may be leased to a corporation, limited liability company, partnership, association or other organization that is a member in the credit union. In such cases, caution should be exercised in completion of the lease and related documents.

Organizations must designate (typically by resolution) the officers or representatives with the authority to sign the lease and access the organization's box. The resolution should be attached to the lease and retained throughout the term of the lease.

A new lease should be executed and related documents updated periodically when dealing with organizations, particularly if the organization changes its name or a representative of the organization is removed or added to the list of those representatives who are to have access to the box.

Key Controls

Strict key controls should be in place to limit the credit union's liability. The following basic rules are commonly found in key control procedures:

1. The vault day gate should remain closed and locked and the key to the day gate lock should remain under the exclusive control of the vault attendant. Never leave the day gate keys in the lock or in an unlocked desk drawer.
2. The "guard key" (the key used by the credit union to open one lock on a safe deposit box) should never be left hanging in the box lock and never should be handled by the lessee.
3. If the lessee cannot reach the box, make sure that the lessee observes the vault attendant handling the lessee's key. The lessee's key should be immediately returned to the lessee after unlocking the box.
4. Each lessee should be provided with two keys to the safe deposit box. The keys should be tested when the safe deposit box is first leased. Lessees should be advised not to duplicate the key for any reason. The WCUL lease provides that the credit union may terminate the lease if the lessee duplicates keys.
5. The lessee should notify the credit union immediately if a key is lost or stolen. Arrangements should be made to transfer a member's property to a new safe deposit box. A transfer – either with the member's extra key or if both keys are lost, by drilling the lock – should occur in the presence of the lessee. It is advisable to have the lessee agree to hold the credit union harmless for any damage to the box contents. When initially renting a box, members should be advised of the credit union's current lost key charges.
6. Because a copy of a key may have been made, whenever a box changes ownership the lock to the box should be changed.
7. All unissued keys should be secured under dual control in the safe deposit vault. Each set of keys should be kept in a sealed envelope that is opened in front of the member when the account is opened.

Legal Process

On occasion, a lessee may become involved in a legal proceeding that may impact the lessee's safe deposit box. For example, a dispute may occur over ownership of the property stored in a box or a lessee may maintain a safe deposit box to store items connected with an illegal activity. In other cases, a creditor may be searching for assets to levy.

When a credit union receives a legal notice, access to the box should be temporarily restricted. A provision in the WCUL lease allows a credit union to limit a lessee's access to the box without incurring any liability. Furthermore, a credit union using the WCUL lease agreement form is authorized to comply with any legal process it receives that affects the contents of the box.

Each legal proceeding and court action is likely to be unique and should be treated with extreme caution. If in doubt, consult with your credit union attorney.

Death of a Lessee

The death of a safe deposit box lessee can raise a number of compliance questions. This section attempts to address common scenarios.

Continued access by co-lessee(s)

Procedures after the death of a safe deposit box lessee depend on the terms of the lease.

The League's Safe Deposit Box Lease form (WCUL #81071) gives each co-lessee of a box, acting alone or together, the powers to "(1) exercise exclusive possession and control of the property in the box, without regard to ownership, (2) remove any and all property from the box, (3) terminate this lease, and (4) surrender the box and keys."

When one co-lessee dies, those powers continue for a surviving co-lessee(s). The lease form says: "Each surviving lessee shall retain access and all other rights under this lease notwithstanding the death of any other lessee. No personal representative or other person with rights to the property of a deceased Lessee shall succeed to any rights under this lease."

If you use a safe deposit box lease form from another vendor, please check with them for guidance.

Will searches

Lessees are often told that safe deposit boxes are good places to keep a will and other estate planning documents. (In reality, this is a bad idea since access to the box may be problematic in some cases.)

A credit union may, but is not required to, let a non-lessee access a safe deposit and search for a will without a court order. Absent a court order, a credit union should be cautious. Closely follow any policies or procedures the credit union has regarding safe deposit box access and will searches.

The League's lease form says: "Following actual notice to us of the death of the sole or last surviving lessee, access to the box will be suspended except for a will search, inventory, or other purpose permitted by our rules or procedures." If you use a safe deposit box lease form from another vendor, please check with them for guidance.

In most cases, a credit union may grant access for a will search to an attorney for the estate, a surviving spouse, or a lessee's heirs if they have a key. If the key cannot be located, a credit union can consider whether to drill the lock and grant access (after drilling costs are recovered), or it could decline to drill the lock and grant access to the box until a court order has been obtained or the credit union has consulted with its attorney – depending on the credit union's procedures and the lease's terms.

If the original will is removed, a copy should then be placed back in the box as a record of what was taken. In most cases, original documents should remain in the box. All items that are either copied or removed should be carefully documented.

Under Wisconsin law, all persons having custody of an original will must turn it over to the court within 30 days of receiving notice of the death. While the statute allows for delivery of the will to the personal representative named in the will, it is recommended that once it has been determined that the box contains an original will, the credit union should deliver the original will directly to the probate court.

Inventory

It is recommended that an inventory be done when a box is first accessed after the death of a box's sole lessee or last surviving co-lessee. Closely follow any policies or procedures the credit union has regarding safe deposit box access and inventories.

The League's lease form says: "Following actual notice to us of the death of the sole or last surviving lessee, access to the box will be suspended except for a will search, inventory, or other purpose permitted by our rules or procedures." If you use a safe deposit box lease form from another vendor, please check with them for guidance.

The vault attendant should only observe the activities and not be the person to take the inventory or remove any items from the box. The attendant is present to assure any other interested parties who are not present and who may have an interest in the box's contents that nothing of value has been improperly removed.

Removal of box contents

When the sole lessee or last surviving co-lessee dies, what should happen to the contents of the box? The League's lease form says:

Access to the box will be permitted, subject to the terms of this lease, until our Safe Deposit Department receives actual notice of the death of the sole or last surviving lessee. We have no duty to seek information about the death of any lessee. Notice shall not be presumed from the publication of any newspaper account or death notices.

Following actual notice to us of the death of the sole or last surviving lessee, access to the box will be suspended except for a will search, inventory, or other purpose permitted by our rules or procedures. Thereafter, access will be permitted for a final access by the personal representative or other person entitled by law to possession of the deceased lessee's property. The box and keys will then be surrendered to us, whereupon this lease shall terminate. We have no duty to give notice of the final access to others with rights in your property or any other property you place in the box."

When a credit union is notified about the death of a sole lessee or the last of the co-lessees (a certified copy of a death certificate is recommended), access to the safe deposit box should be suspended. Exactly who should be given access following the death of the lessee depends on the particular facts and circumstances. Without careful consideration of who is granted access, a credit union may find itself drawn into a dispute.

The League's lease form says access will be given to a "personal representative or other person entitled by law to possession of the deceased lessee's property." (If your lease form is from another vendor, check with them for guidance.) With that language in the lease, who can access a box and remove contents after the death of a sole lessee or the last of the co-lessees? There are two possibilities:

- First, a personal representative or special administrator, appointed by a probate court, can access a box and remove its contents.

The credit union should not be involved in determining who gets that property from the personal representative or special administrator. If there is a dispute over the ownership of a box's contents, the credit union can require a court order before any items are removed.

- Second, an heir (or certain other people) can present a properly completed, signed, and notarized Transfer by Affidavit form to access a box and remove its contents.

As we explain in The League's *ii Release No. 0004*, the Transfer by Affidavit form allows someone to claim a decedent's property without having to go through probate if the person who died left a relatively small estate. (In some cases, a waiting period is required before property or account balances can be turned over, as *ii Release No. 0004* explains.)

The affidavit should list the actual contents of the safe deposit box. It does not appear to be sufficient for the affidavit to reference just the box number or the lease, or to make a vague reference to a box's contents (such as "the contents of safe deposit box 123").

If the person signing the affidavit does not know the box's contents, then it may be appropriate to conduct an inventory or will search, as explained earlier in this section of the Release. Without knowing

the box's contents and their value, the affidavit cannot accurately reflect the amount of property a deceased person has left behind.

Once all the property has been removed from the box, the lease is then terminated and the keys to the box should be surrendered. The termination portion of the lease should then be executed. Everyone present at the final access also should execute a receipt and release for property removed after death.

If no one with a legal right claims the contents of the box, in time it may become unclaimed property. For information on dealing with unclaimed safe deposit boxes, see The League's *ii Release No. 0007*.

Termination

Termination refers to the cancellation of the lease. The credit union should pay close attention to the terms of the lease for how the lease is terminated. The WCUL lease provides that the lease is for an initial term of one year and thereafter automatically renews on a year to year basis until terminated by either party. Under the WCUL lease, the lessee is entitled to a prorated refund of rent.

If the lessee terminates the lease, the portion of the lease entitled "Termination," should be completed, dated, and signed. The statement should acknowledge the lessee's receipt of the box contents and release the credit union from any further liability. When the box has been released, the lease should be marked "canceled" and retained in a closed file.

Abandoned Boxes

In Wisconsin, property in a safe deposit box is presumed abandoned if not claimed by the owner for five years after the earliest of the following:

1. the expiration of the lease or rental period for the box,
2. the earliest date when the lessor of the box is authorized by contract or law to enter the box and remove or dispose of the contents without consent or authorization of the lessee. Wis. Stats. § 177.0205.

Similar to the procedures followed for abandoned checking and savings accounts, a credit union needs to file an annual report with the Wisconsin Department of Revenue listing any property abandoned in its safe deposit boxes. The department receives such abandoned property subject to the credit union's right to be reimbursed for the cost of drilling and any unpaid rent.

It should be noted that state chartered credit unions are given a lien against any property deposited by a member in a safe deposit box. This lien right gives the credit union the right to sell any property subject to the lien at public auction in accordance with procedures under Chapter 815 and to retain from the sale proceeds all lien fees and charges due including reasonable expenses of sale. Wis. Stats. § 186.113(14m). Therefore, if the credit union avails itself of its statutory lien rights, the abandoned property the credit union will typically be turning over to the department will be the net sale proceeds from the sale of the safe deposit box property.

For details, please see The League's *ii Release No. 0007 – "Wisconsin Unclaimed Property Law."*

Employee Training

All policies and procedures should be outlined in a safe deposit box manual that is updated on a regular basis. The manual should be studied by those employees who will be working with the safe deposit boxes. The existence of a manual and demonstration of adherence to a safe deposit box program can play an important role in defending against accusations of negligence.

In addition to having access to a manual, employees who are responsible for safe deposit box services should receive training to ensure their knowledge, understanding, and compliance with established policies and procedures. A record of employee training sessions should be maintained to document training efforts. Marketing personnel also should be cautioned against promoting safe deposit boxes in ways that emphasize or guaranty the safety of the credit union's safe deposit boxes. Doing so could needlessly expose the credit union to greater liability risks in safe deposit box-related litigation.

Credit union employees who participate in safe deposit box services should be carefully selected. In litigation involving financial institution liability for employee theft from a safe deposit box, the issue of employee qualifications has been raised. Generally, a credit union will need to demonstrate that it was prudent and exercised a reasonable degree of care in delegating safe deposit box duties to the employee.

If a credit union employee is also a lessee of a safe deposit box, he or she should be required to follow the safe deposit box program rules that apply to other lessees.

Forms

In addition to the safe deposit box lease, a credit union is likely to need other forms in the course of administering its safe deposit box program. Standard forms should be used in conjunction with the lease and completed when handling common safe deposit box transactions. The best forms may be found in a professionally developed safe deposit box manual, prepared by an expert. If staff members use the forms on a consistent basis, the risk of credit union liability should also be reduced. Common forms in addition to a written lease and access log include: document receipts; will search affidavits; inventory of box contents; lost key affidavits; power of attorney for safe deposit box; notices for rent due, termination of a lease, and intent to open a box; and a release and receipt for property removed.

This ii Release includes several sample forms as illustrations:

- Exhibit A - Safe Deposit Box Entry Slip (Sample)
- Exhibit B - Safe Deposit Box Signature Card (Sample)
- [Exhibit C - Rental Record \(Sample\)](#)

Record Keeping and Retention

All safe deposit records should be carefully maintained. In a legal proceeding, safe deposit records may be subpoenaed and the impression the records give may impact the ultimate decisions made by a judge and jury. To ensure that the records are accurate, a credit union should audit the safe deposit box records as it does with other areas of its operations.

Safe Deposit Box Insurance

The first and foremost way of avoiding liability is a sound safe deposit box program. As a secondary precaution, though, a credit union should look into safe deposit liability insurance. While a safe deposit box may be secure, it is still susceptible to damage from fire or flooding. Insurance is a safeguard against losses that cannot be avoided. Credit unions should contact their insurance carrier to discuss available coverage. [Understand that such coverage is typically designed to protect the credit union if claims are made against it because of a loss of a member's physical property.](#)

[Contrary to popular belief, no federal agency, including the NCUA, insures box contents. Nor does the credit union that is leasing the box. The League lease includes this language to help educate lessees about this:](#)

Contents Not Insured. The contents of the Box are not insured by the Credit Union or the National Credit Union Administration. For your protection, you may wish to insure the contents of the Box through an insurance company of your choice. You must keep a complete list and description of all property stored in your Box, along with any available proof of ownership/value, and store the list/records somewhere other than the Box. You understand and agree that safe deposit boxes and vaults are not fireproof, burglarproof, or waterproof.

[To help avoid potential liability, credit unions might consider taking certain steps in addition to using our revised lease agreement, such as:](#)

- [Giving a separate "No Insurance Disclosure" form, printed in clear and conspicuous type, to each new renter;](#)
- [Displaying a "No Insurance" sign inside or near the vault area, clearly stating that obtaining insurance protection is the renter's responsibility;](#)

- Avoiding the use of misleading statements, promises or guarantees, such as “fireproof,” “waterproof,” or “burglarproof” in safe deposit box marketing brochures, statement stuffers, or other promotional items; and
- Training employees to be careful when answering questions about insurance or the security of the safe deposit box vault. Difficult questions should be referred to a supervisor. Members may be directed to contact the NCUA directly about share insurance coverage questions.

Customer Identification Program requirements

The federal Customer Identification Program (CIP) rules under the Bank Secrecy Act require credit unions to gather identifying information and verify the identities of all “customers” who open “accounts.” The term “account” includes a safe deposit box lease. Therefore, credit union should conduct CIP on all those who lease safe deposit boxes, including co-lessees. The League offers a separate Customer Identification Card (WCUL #81080) to gather the necessary identifying information. For information on CIP, please see The League’s *ii Release No. 0159*.

CONCLUSION

Any credit union that offers safe deposit boxes needs a program that outlines the policies and procedures related to the operation of the boxes. Credit union employees who work with safe deposit boxes need to be familiar with the program and properly trained. Without a clear understanding of the program by its employees, a credit union is exposed to liability and fails to offer the protection its members deserve.

* * * * *

League publications are designed to provide accurate information with regard to the subject matter covered, with the understanding that The League does not render legal services. If you have general questions regarding this release, please call The League at (608) 640-4050 if local or (800) 242-0833. For specific legal advice, please consult your credit union’s attorney.

Legal Affairs Department

PEG/jb

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EXHIBITS

Exhibit A - Safe Deposit Box Entry Slip (Sample)

Exhibit B - Safe Deposit Box Signature Card (Sample)

Exhibit C - Rental Record (Sample)

EXHIBIT A - SAFE DEPOSIT BOX ENTRY SLIP (SAMPLE)

This is a sample form for the credit union to consider in creating or purchasing its own form to meet its needs.

SAFETY DEPOSIT BOX ENTRY SLIP	
BOX No. _____	
_____ Credit Union	
The undersigned claims authority and desires access to the Deposit Box	
No. _____. Time of desired access is _____.	
X	_____
	Sign Here
X	_____
	Sign Here
X	_____
	Sign Here
Date	_____ Vault Attendant

EXHIBIT B - SAFE DEPOSIT BOX SIGNATURE CARD (SAMPLE)

This is a sample form for the credit union to consider in creating or purchasing its own form to meet its needs.

Front

SAFE DEPOSIT BOX SIGNATURE CARD

(To be used with a separate lease agreement)

LEASE DATE _____ BOX NO. _____

_____ CREDIT UNION

SIGNATURES _____ DUE _____
REQUIRED _____ DATE _____ RENT _____

SIGN HERE _____
[] Personal Representative [] Guardian [] Trustee [] Conservator

SIGN HERE _____
[] Personal Representative [] Guardian [] Trustee [] Conservator

SIGN HERE _____
[] Personal Representative [] Guardian [] Trustee [] Conservator

of: _____

AUTHORITY - TYPE: _____

APPOINTING: _____ DATED: _____

Back

Name _____

Residence _____ Date of Birth _____

Birthplace _____ Mother's Maiden Name _____

Name _____

Residence _____ Date of Birth _____

Birthplace _____ Mother's Maiden Name _____

Name _____

Residence _____ Date of Birth _____

Birthplace _____ Mother's Maiden Name _____

EXHIBIT C - RENTAL RECORD (SAMPLE)

This is a sample form for the credit union to consider in creating or purchasing its own form to meet its needs.

RENTAL RECORD

[illegible]