

# TEMPORARY CUSTODY LETTER

Custodian Information:

**Full Name:** \_\_\_\_\_

**Government ID / Driver License No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

Owner Information:

**Full Name:** \_\_\_\_\_

**Government ID / Driver License No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Custody Subject:**

Description of Property (including identifying details):

\_\_\_\_\_  
\_\_\_\_\_

## **Custody Terms and Conditions:**

This Temporary Custody Letter ("Letter") is made by and between the Owner named above ("Owner") and the Custodian named above ("Custodian"). Owner hereby places in Custodian's temporary custody the property described above ("Property") under the following terms and conditions: 1. Custodian agrees to safely hold, care for, and return the Property in the same condition as received, ordinary wear and tear excepted. 2. Custodian shall not use, encumber, sell, or otherwise dispose of the Property without express written authorization from Owner. 3. Custodian shall be liable for any loss, damage, or destruction of the Property resulting from Custodian's negligence or willful misconduct. 4. This custody is temporary and does not transfer ownership or any other interest in the Property to Custodian. 5. Owner may reclaim the Property at any time upon reasonable notice to Custodian. 6. Custodian shall notify Owner promptly of any claims, damages, or incidents regarding the Property. 7. This Letter shall be governed by and construed in accordance with the laws of the United States of America and the applicable state laws. 8. This Letter represents the entire agreement between the parties regarding custody of the Property and supersedes all prior understandings.

## **Indemnification and Liability:**

Custodian agrees to indemnify and hold Owner harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Custodian's custody or use of the Property, except to the extent caused by Owner's gross negligence or willful misconduct.

## **Dispute Resolution:**

Any dispute arising out of or relating to this Letter shall be resolved in the state or federal courts located within the jurisdiction where Property is held or the parties reside. Both parties consent to such jurisdiction and venue and waive any objections thereto.

**Signatures:**

**CUSTODIAN'S SIGNATURE**

**OWNER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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