



**DEPARTMENT OF FINANCIAL SERVICES**  
***Division of Treasury – Bureau of Collateral Management***

**CERTIFICATE(S) OF DEPOSIT AGREEMENT**

THIS CERTIFICATE(S) OF DEPOSIT AGREEMENT, made \_\_\_\_\_, 20\_\_\_\_,

BY \_\_\_\_\_  
(Name and Address of Participating Institution)

\_\_\_\_\_  
(Federal Tax Identification Number)

(hereinafter referred to as the "Institution") and the CHIEF FINANCIAL OFFICER, STATE OF FLORIDA  
(hereinafter referred to as the "CFO").

**WITNESSETH**

The Institution is a bank, savings bank or savings association that is organized under the laws of the United States, of this state, or of any other state and that has a principal office or branch office in this state which is authorized to receive deposits in this state and which agrees to be bound by the following terms and conditions for all certificates of deposit it and/or its branch offices have issued or may issue in the future made payable to the CFO for purposes required by various regulatory authorities.

NOW, THEREFORE, this Agreement provides:

1) The Institution shall issue all certificates in accordance with the CFO's instructions for the registration legend, and furnish evidence of or deliver same to the Division of Treasury, Bureau of Collateral Management.

2) The Institution shall issue certificates which are made payable to the CFO in accordance with the following requirements:

- a. Must be interest bearing (cannot be zero-coupon or discounted).
- b. Must be issued for a period of not less than one year. (This applies to new and renewed certificates.)
- c. The CFO has exclusive authorized signature authority.
- d. No indebtedness or obligation may be set off against the certificate.
- e. Survivorship is limited to successors in office for the CFO.

3) The Institution shall accept and abide by the CFO 's instructions regarding interest payments, renewals, conversions, withdrawals and releases. The Institution shall not release any funds without the proper authorized signature of the CFO.

4) On all "automatically renewable" certificates which do not change numbers, the Institution shall send a letter to the CFO and to the depositing entity stating the new interest rate and maturity date at the time of renewal.

5) The Institution shall secure and report the depositing entity's name and taxpayer identification number as the actual owner of the funds on the information return filed with the Internal Revenue Service. Early withdrawal penalties shall be the responsibility of the depositing entity.

6) The Institution agrees to pay, without protest, the proceeds of its certificate(s) of deposit to the CFO within 30 business days after presentation.

7) The Institution agrees to be subject to the jurisdiction of courts of the state of Florida, or the courts of the United States which are located within the state of Florida, for the purpose of any litigation arising from this agreement.

8) This agreement shall be effective until the parties agree to rescind its force and effect. The Institution shall give the CFO 90 days advance written notice of its intent to rescind this agreement.

BY:

\_\_\_\_\_  
Signature of **President, Chief Executive Officer or  
Chief Operating Officer**

\_\_\_\_\_  
Printed Name and Title of Authorized Officer

\_\_\_\_\_  
Printed Name of Institution (Seal)

ATTEST:

\_\_\_\_\_  
Signature of Attesting Officer

\_\_\_\_\_  
Printed Name and Title of Attesting Officer

\_\_\_\_\_  
Chief Financial Officer, State of Florida (Seal)

11/28/2001