

AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

STATE OF _____
COUNTY OF _____.

BEFORE ME, the undersigned authority, personally appeared _____ ("Declarer"), who swore or affirmed that:

1. Declarer lost possession of official check # _____ ("Check") issued by **JETSTREAM FEDERAL CREDIT UNION** ("Credit Union").
2. Declarer is the remitter payee of the Check.
3. Declarer's loss of possession of the Check was not the result of a transfer by Declarer or a lawful seizure.
4. Declarer cannot reasonably obtain possession of the Check because:
 - the Check was destroyed.
 - the Check's whereabouts cannot be determined.
 - the Check is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.
5. Declarer is submitting this claim only for the reason set forth in Section 4 above and not due to dissatisfaction or dispute with or regarding goods or services or any other reason.
6. Declarer claims the right to receive the amount of the Check. Declarer hereby requests that Credit Union remit the amount of the Check to Declarer or issue a new check in the amount of the Check payable to:
_____.
7. **Declarer recognizes and agrees that Declarer's claim becomes enforceable at the later of the time of this claim or on the 90th day following the date of the Check.** Declarer recognizes and agrees that, until this claim becomes enforceable, this claim has no legal effect on Credit Union and Credit Union may pay the Check, or, in the case of a teller's check, may permit the drawee to pay the Check. Declarer understands that this claim must be received by Credit Union at a time and in a manner affording Credit Union a reasonable time to act upon it before the Check is paid, and payment by the Credit Union to a person entitled to enforce the Check discharges all liability of Credit Union with respect to the Check.
8. Declarer agrees that, if Credit Union pays the amount of the Check to Declarer or issues a new check in the amount of the Check, and if the Check is presented for payment by a person having rights as a holder in due course, Declarer shall:
 - a. If the Check is paid, refund to Credit Union the amount of the Check within 10 days from the date written demand from Credit Union is sent to Declarer at the last known address shown on the records of Credit Union; or
 - b. If the Check is dishonored, pay the amount of the Check to the person having rights as a holder in due course.
9. In consideration for Credit Union's issuance of a new check or payment of the funds represented by the Check, and without in any way limiting the foregoing, Declarer agrees to indemnify and hold Credit Union harmless from and against any loss, liability, damage, cost or expense (including, without limitation, attorneys' fees and court costs) resulting from any claim, demand, action, suit or proceeding brought or made by any party or person in any way arising from or related to the Check or the issuance of a new check hereunder.

Signature of Declarer

Sworn to (or affirmed) and subscribed before me by means of physical presence this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Signature.

Print or type name.
NOTARY PUBLIC
My Commission #

Expires: _____