

ACTION PROPERTY MANAGEMENT, INC.
PRE-AUTHORIZED AUTOMATIC PAYMENT AUTHORIZATION
ACH DEBIT TRANSFER

(Please Print)

YOUR ACCOUNT MUST BE CURRENT TO BEGIN THE AUTOMATIC DEDUCTION PLAN

Association Name: _____

Account Number: _____

Current Monthly Assessment Amount: _____ \$

(Special assessments, fees or fines must be paid with a separate check.)

Member's Name(s):

Last First MI

Last First MI

Property Address: _____

Billing Address: _____

Telephone: Days () _____

Email: _____

I (we) hereby authorize SUNWEST BANK, hereinafter referred to as BANK, to act at the direction of named above to initiate debit entries to my (our) Checking Account indicated below and the depository named below, to debit the same to such account. BANK is authorized to adjust this debit authorization upon notice by Association or its Agent of any changes in the regular monthly assessment.

Depository Name: _____

Branch: _____

Depository Address: _____

Checking Account #: _____

Routing #: _____

This authority is granted in accordance with the terms and conditions of the Association's Pre-authorized Automatic Payment Agreement and Disclosure Statement, receipt of which is hereby acknowledged. This authority is to remain in full force and effect until BANK has received written notification from Association or its Agent of its termination in accordance with the terms and conditions of the Association's Pre-authorized Automatic Payment Agreement and Disclosure Statement.

Signed: _____

Signed: _____

Date: _____

Date: _____

<u>For Office Use Only</u>		
Pre Note: _____ Status: _____ Letter: _____		
DATE	BALANCE	NOTES

ATTACH VOIDED CHECK HERE.

**FORM MUST BE RECEIVED
BY 15TH OF THE MONTH FOR
AUTO DEBIT TO BE IN
EFFECT FOR THE
FOLLOWING MONTH**

**Return to:
Action Property Management
2603 Main Street, Suite 500,
Irvine, CA 92614**

**PRE-AUTHORIZED AUTOMATIC PAYMENT AGREEMENT
AND DISCLOSURE STATEMENT**

THIS AGREEMENT is made this ____ day of _____, 20____, between _____ (**HEREAFTER "ASSOCIATION"**) and the individual(s), corporation or other entity (**HEREAFTER "OWNER"**) who is the legal owner of the real property specified on the signature page of this agreement.

WHEREAS, the parties to this agreement wish to establish pre-authorized payments under the Automated Clearing House ("ACH") Program for regular monthly assessments due ASSOCIATION from OWNER, which program is regulated by the Automated Clearing House Association and the Federal Reserve Bank Rules.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The amount of the automated payments under this agreement will equal the amount of regular monthly assessment. Funds will be applied to OWNER'S account in accordance with the ASSOCIATION'S policy for cash application. All other assessments, including special assessments, late fees, interest, costs of collection, fines, or any other fees or assessments levied in connection with the governing documents will be reflected on a statement and OWNER agrees to promptly pay by separate check, these other charges as they become due.
2. Pre-authorized debits to your account will be processed on the fifth (5th) day of each calendar month in the amount of your regular assessment payment. Should the fifth (5th) fall on a weekend or bank holiday, debits will be processed on the next banking business day. Payments so collected will be deposited to the checking account of ASSOCIATION, reported to ASSOCIATION'S managing agent ("MANAGER"), and credited to your association account.
3. Debits to your deposit account will reflect the current monthly assessment implemented under the direction and authorization of the Board of Directors and in accordance with ASSOCIATION'S governing documents. OWNER authorizes ASSOCIATION and its MANAGER to adjust the debit pre-authorized by this agreement to coincide with the effective date of any increase or decrease in the regular monthly assessment due ASSOCIATION.
4. This agreement and the service undertaken hereunder in no way alters or lessens OWNER'S obligations under the ASSOCIATION governing documents, including its rules and regulations. Furthermore, OWNER agrees that ASSOCIATION, by accepting any pre-authorized payment of a regular assessment, is not waiving any legal right or legal remedy it otherwise has with respect to a pre-existing default of OWNER for delinquent assessments or other charges and OWNER specifically agrees that collection of any pre-authorized payment hereunder will not affect any pre-existing lien of ASSOCIATION previously noticed and recorded, merely by virtue of its acceptance of a regular assessment collected under this agreement.
5. ASSOCIATION or its MANAGER may terminate this agreement by written notice to OWNER, under the following conditions:
 - a. Should a charge against OWNER'S deposit account be dishonored by the remitting bank due to insufficient or otherwise unavailable funds, two (2) times in any twelve (12) month period;
 - b. Should the OWNER'S deposit account close or a "stop payment" be issued against the charge;
 - c. Should the OWNER fail to comply with the terms and conditions of this agreement;
 - d. Should the OWNER transfer title or ownership of the property;
 - e. Should ASSOCIATION or its MANAGER discontinue the program;
 - f. Should ASSOCIATION and/or its MANAGER terminate, or issue notice of intention to terminate, their management contract.
6. Transactions by the OWNER may be canceled by written notice at any time except during the ten (10) business days immediately preceding the scheduled transaction date. Notice of cancellation received during the aforementioned ten (10) day period will be effective prior to the following processing period.
7. Any charges assessed by OWNER'S bank or financial institution on account of insufficient funds or incorrect enrollment information are the OWNER'S sole responsibility. OWNER is responsible for any electronic funds transfer fees or similar charges which may be incurred by OWNER'S bank or financial institution.
8. OWNER authorizes the disclosure of information hereunder to third parties about OWNER'S account or transfers hereunder:
 - a. where it is necessary for completing transfers;
 - b. in order to verify the existence and conditions of your account for a third party, such as MANAGER;
 - c. in order to comply with government agencies or court orders; or
 - d. in the case where you otherwise give ASSOCIATION or its MANAGER or ASSOCIATION'S bank written permission.
9. OWNER releases ASSOCIATION and its MANAGER and agents from any liability as a result of any improper, incorrect or unauthorized transfers including, but not limited to, any consequential damages as a result of any improper, incorrect or unauthorized transfer, except for the gross negligence of ASSOCIATION, but in any event ASSOCIATION shall be liable, if at all, for maximum amount equal to the pre-authorized monthly amount specified under this agreement.
10. The person(s) signing this agreement warrant(s) and represent(s) that he/she/they has/have the actual authority to enter into this agreement.
11. **NOTICES.** Any notices under this agreement shall be in writing and shall be served either personally or delivered by U.S. mail, first class, postage prepaid, or by Federal Express or other nationally recognized delivery service. Notices shall be deemed received at the earlier of actual receipt or three days following deposit in U.S. mail, postage prepaid or delivery to Federal Express or other courier service, charges prepaid. Notices shall be directed to the addresses shown on the signature page. Any party may change their address for notice purposes by giving notice to the other party in accordance with this section.
12. **ENTIRE AGREEMENT.** This agreement, including the attached Pre-authorized Automatic Payment Authorization, contains all representations and the entire understanding and agreement between the parties. This agreement may not be modified or amended without the express written consent of the parties.

- READ BEFORE YOU SIGN -

OWNER

ASSOCIATION

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

2603 Main Street, Suite 500

Irvine, CA 92614