

Automatic Debit and Credit Agreement For Electronic Funds Transfer

I hereby authorize on this _____ day of _____, 20____, _____ (company) and their agent, Red Mountain Payroll, to initiate electronic debit and or credit entries to the bank account shown below for an allotted amount. I understand, that adjustment entries may be made to this account to insure an accurate and balanced accounting (debits and credits must balance) of all transactions. This authorization will remain in effect until;

- a) I notify my Bank and the above named Company in writing to terminate this agreement and give the Bank and the above named Company reasonable time to so terminate the agreement,
- b) The Bank and/or the above named Company have sent the five (5) business days advance written notice of the Bank's and/or Company's termination of this Agreement

I understand that any cancellation in writing will become effective no earlier than 5 business days after the day the Last transaction has cleared and there are no outstanding balances to the account.

I UNDERSTAND THAT RED MOUNTAIN PAYROLL PROVIDES ONLY ITS SERVICES TO *Company*. RED MOUNTAIN PAYROLL IS NOT A LENDER AND FURNISHES NO FINANCIAL ACCOMMODATIONS TO *Company* AND COMPANY'S TRANSACTEES (CUSTOMERS/EMPLOYEES). ALL MONEY TO BE TRANSFERRED AS PAYROLL OR ANY OTHER FORM MUST BE COLLATERALLY FUNDED AND FULLY GUARANTEED BY COMPANY. IF THE COMPANY'S DEBIT FOR THE DIRECT DEPOSIT OF PAYROLL IS RETURNED FOR ANY REASON AND RED MOUNTAIN PAYROLL HAS CREDITED MY ACCOUNT, I AUTHORIZE RED MOUNTAIN PAYROLL TO DEBIT MY ACCOUNT FOR AN EQUAL AMOUNT OF THE PAYROLL IN QUESTION AND GUARANTEE FUNDS AVAILABILITY. I WILL TREAT THE TRANSACTION AS A BOUNCED CHECK AND TRY TO COLLECT MY PAYROLL DIRECTLY FROM THE COMPANY.

Electronic Funds Transfer (15 U.S.C. §1693): I hereby acknowledge receipt of notice by the financial institution described herewithin of the undersigns liability for as unauthorized electronic fund transfer, duty to promptly report such unauthorized transfers, charges for electronic fund transfers, the right to stop payment or pre-authorized electronic fund transfers, procedure to initiate such stop payment order, the right to receive documentation of electronic fund transfers, and the Bank's liability pursuant to the Electronic Funds Transfer Act found at 15 U.S.C. §1693, et al, and as against Red Mountain Payroll, waives all rights thereunder.

Limitation of Action: Company and/or Company's Transactee will have 60 days from the transaction date to notify Red Mountain Payroll, in writing, of any discrepancies, errors or problems with a transaction processed. This will include but not limited to, errors in amounts, erroneous transactions, or other transactions processed. You can telephone us, but by doing so will not preserve your rights. In a letter, give us the following information;

- a) Company transaction was processed under with their Fed Tax ID Number.
- b) The name, account number and ABA number on the transaction in question.
- c) The dollar amount of the transaction in question.
- d) Describe the error and explain why you believe there is an error. If you need more information, describe the item you are unsure of.

We will tell you the results of our investigation within 30 days and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For transfers initiated outside the United States or transfers resulting from point of sale or debit/access cards, the time periods for resolving errors will be 45 days and 90 days respectively.

Amount to deposit into this account: (check and complete one) 100% \$____, %____

Financial Institution

Branch

City

Phone Number

Print Your Name

Date

Routing (ABA) Number

Account Number
Checking , Savings

Your **Signature:** _____ S.S. Number: _____

Authorized Signature

Attached to this authorization is a voided personal check for verification of all checking account information