

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

(Please Print)

Association Name: _____

Association Account Number: _____

Member's Name(s): _____

Last	First	MI
Last	First	MI

Property Address: _____

Billing Address: _____

For Office Use Only		
Pre Note: _____ Status: _____ Letter: _____		
DATE	BALANCE	NOTES

Telephone: Days () _____ Email: _____

I (we) hereby authorize Action Property Management, to act at the direction of owner named above to initiate debit entries to my (our) checking account indicated below at the depository named below. Action Property Management is authorized to debit the account balance due at the time of the monthly processing date.

Bank Name: _____

Checking Account Number: _____

Routing Number; Must Be Nine Digits:

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By enrolling in the recurring ACH payment option you are authorizing your existing owner account balance, if any, to be deducted in full in addition to any new charges that post to your owner account on or before the first ACH processing date from your specified payment account. By enrolling in the ACH payment option you are authorizing your total owner account balance (with the exception of special assessments) to be deducted from your specified payment account in full on or after the 5th of each month, and every month thereafter, or quarterly if your association is on quarterly assessments, unless cancelled in writing. Your owner account balance may reflect charges other than recurring assessments. However, no charges other than those authorized by the CC&R's of your association can be posted to your account. Other charges may include, but are not limited to, non-compliance fines, late fees, interest, utility charges, space rental, and others. Owner is responsible for ensuring any amounts due before the first ACH processing date are paid in full by the due date to avoid any late charges or collection charges.

Signed: _____ Signed: _____

Date: _____ Date: _____

ACH APPLICATION MUST BE RECEIVED BY THE LAST DAY OF THE CALENDAR MONTH FOR AUTO DEBIT TO BE IN EFFECT FOR THE FOLLOWING MONTH.

Return To:
Action Property Management
Accounting - AR Department
2603 Main Street, Suite 500
Irvine, CA 92614
Or via email to: achprocessing@actionlife.com

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

THIS AGREEMENT is made this _____ day of _____, 20____, between _____ Homeowner's Association, (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.

TERMS AND CONDITIONS, PLEASE READ CAREFULLY:

1. 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 or applicable charges, 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 or other charges collected under this agreement.
2. ASSOCIATION or its MANAGING AGENT may modify or terminate this agreement by written notice to OWNER, under any of the following conditions, no less than five (5) business days before the monthly ACH processing date:
 - a. Should a charge against the 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 the ASSOCIATION or its MANAGING AGENT discontinue or modify the program;
 - f. Should the ASSOCIATION or its MANAGING AGENT terminate, or issue notice of intention to terminate, their management contract.
3. Any charges assessed by OWNER'S bank or financial institution due to 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.
4. If any changes occur with the information provided on this application the OWNER must notify the ASSOCIATION or MANAGING AGENT in writing no less than five (5) business days before the monthly ACH processing date.
5. OWNER releases ASSOCIATION and its MANAGING AGENT 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 transfers, except for the gross negligence of the ASSOCIATION, but in any event the ASSOCIATION shall be liable, if at all, for maximum amount equal to the pre-authorized monthly payment specified under this agreement.
6. The ASSOCIATION and/or its MANAGING AGENT and/or the payment processor may charge a fee.
7. The OWNER(S) signing this agreement warrants and represents he/she/they has/have the actual authority to enter into this agreement.

- READ BEFORE YOU SIGN -

OWNER(S)

Signature: _____

Printed Name: _____

Signature: _____

By: _____

Printed Name: _____

ACTION PROPERTY MANAGEMENT, INC.
MANAGING AGENT