

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS  
(ACH DEBIT)**

My Association's  
Name \_\_\_\_\_

My Walters  
Account # \_\_\_\_\_  
(one form needed per address/lot/unit)

My Property address \_\_\_\_\_

I hereby authorize The Walters Management Company as agent for my homeowners association, to initiate debit entries to my (our) \_\_ Checking Account or \_\_ Savings Account (select one). I authorize the agent to withdraw sufficient funds to pay the regular assessment, utility assessment (when applicable) or any approved special assessment. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law and the terms and conditions printed on the reverse side of this form. The debit will occur between the 5<sup>th</sup> and 10<sup>th</sup> of each month.

This authorization is to remain in full force and effect until I notify you in writing of its termination in such time and in such manner as to afford a reasonable opportunity to act on it.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Staple voided check here

Return to: The Walters Management Company - ACH  
9665 Chesapeake Dr. Suite 300  
San Diego, CA 92123-1364  
Fax: 858-495-0909

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT FOR AUTOMATIC ASSESSMENT PAYMENTS

## A. Preauthorized Assessment Payment Service

The Walters Management Company (TWMC) as agent for your ASSOCIATION, will originate preauthorized debits to the bank account designated by you on the reverse side of this form. Preauthorized debits may only be charged to accounts at other Participating Depository Financial Institutions.

## B. In case of errors or questions about your Electronic Fund Transfers

All questions about deposit entries made under this agreement must be directed to TWMC and not to the bank or other financial institution where you have your account. We are responsible for the Electronic Fund Transfer (EFT) and for resolving any errors in transactions. You may write to us at The Walters Management Company, 9665 Chesapeake Dr., Suite 300, San Diego, CA 92123.

In case of errors or questions contact us as soon as possible. We must hear from you no later than ninety (90) days after you have been sent the FIRST statement on which the error appeared. In communicating with us:

1. Tell your name, Association, account number and bank account number.
2. Describe the alleged error on the transaction about which you are unsure, and explain why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error or unauthorized transaction.

If you tell us verbally, we may require you to send your complaint or question in writing within ten (10) business days. We will tell you, in writing the results of our investigation within ten (10) business days after we hear from you and will correct any errors promptly. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days, we are not required to re-credit your account.

## C. Your Liability for Unauthorized Transfers

If you believe that someone has transferred or may transfer money from your account, without your permission call us at 800-227-6225 or write to us at 9665 Chesapeake Dr., Suite 300, San Diego, CA 92123.

Tell us **AT ONCE** if you suspect an unauthorized transfer. A prompt telephone call is the best way to minimize your possible loss; otherwise, you could lose all the disputed money.

If you tell us within two (2) business days, however, you can lose no more than \$50.00 if an unauthorized transfer has occurred. If you **DO NOT** tell us within two (2) business days after you learn of the loss, and if we can prove that we could have stopped someone from transferring funds without your permission if you had told us, you could lose as much as \$500.00. In addition, if your statement shows preauthorized transfers that you did not make, tell us **at once**. If you do not tell us within ninety (90) days after the statement was mailed to you, you may not get back any money you lost after the ninety (90) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods mentioned above.

## D. How to Stop Preauthorized Payments

If you have preauthorized us to make regular automatic payments from your account to a third party, you may stop these payments. You must call or write to us in time for us to receive the request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require that you put your request in writing and get it to us within fourteen

(14) days after your call. We may charge you \$20.00 for each stop payment order that you give. (A request to stop a payment will only stop a particular payment from being made. If you want all scheduled future payments to be canceled, then you must inform us in writing). If we receive your request to stop one of these payments three (3) business days or more before the payment was scheduled, and we fail to do so, we may be liable only for your losses or damages, not to exceed the amount in dispute, unless our failure to stop payment was due to circumstances beyond our control.

## E. If we fail to make a Transfer

If we do not complete a transfer from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions to this rule. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer; or
2. If the transfer would result in your exceeding the credit line on your overdraft line of credit, if any; or
3. If, through no fault of ours, the information for preauthorized payment transfer(s) is not received as scheduled; or
4. If the money in your account is subject to legal process or other encumbrances; or
5. If circumstances beyond our control, such as fire, flood, power or computer failure, prevent the transaction despite reasonable precautions we have taken.
6. There may be other exceptions not specifically mentioned here.

## F. If you fail to fund a transfer

If a transfer from your account is denied because of insufficient funds in your account or because you closed the account without notice to us your account will be charged \$25.00 and future transfers will cease until your account is paid in full and a new authorization form is signed.

## G. Privacy

We may disclose information to third parties about your account or transfers:

1. When it is necessary for the completion of transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with legal processes, such as government agency or court orders; or
4. If you give us your written permission.

## H. Other Agreements and Regulations

Preauthorized transfers are subject to all charges, rules and regulations governing deposits to accounts and all other agreements and disclosures and disclosures for checking, savings and overdraft line of credit accounts, and are subject to any future changes. TWMC will give you at least twenty-one (21) days notice of any changes that increase your expenses or limit your use of our electronic services.

## I. Termination, Changes & Assignment

TWMC reserves the right to make changes in this Agreement or assign the obligation to process transfers at any time. TWMC can cancel preauthorized transfer services without cause, and you can terminate this Agreement at any time by giving sufficient notice or by closing the designated accounts. (However, this will result in a \$25 fee as described in paragraph F)