

# ACH AUTHORIZATION

This form should be received no later than the 25<sup>th</sup> of the month to start the withdrawal for the next month's assessment.

PLEASE PRINT – ALL INFORMATION BELOW IS REQUIRED

UNIT OWNER'S NAME (FIRST, M.I., LAST) \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

DAY TIME PHONE NUMBER \_\_\_\_\_

YOUR HOMEOWNER ASSOCIATION NAME \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

YOUR ACCOUNT NUMBER AT THE ASSOCIATION  
(THIS IS THE ACCOUNT NUMBER AS IT APPEARS  
ON YOUR STATEMENT OR COUPON) \_\_\_\_\_

CURRENT MONTHLY ASSESSMENT AMOUNT \_\_\_\_\_

Please note that by signing this authorization, you are agreeing to do a monthly account balance withdrawal, therefore the amount owing on the account at the time the withdrawal takes place will be the amount withdrawn.

(THIS WILL ALSO INCLUDE ANY PAST DUE BALANCE ON THE ACCOUNT IF THERE IS ONE. PLEASE FEEL FREE TO CONTACT OUR ACCOUNTING DEPARTMENT TO INQUIRE ABOUT YOUR ACCOUNT BALANCE)

MAILING ADDRESS \_\_\_\_\_

(CONFIRMATION OF RECEIPT OF THIS FORM AND START DATE FOR ACH WILL BE SENT TO YOUR MAILING ADDRESS. PLEASE CONTINUE TO MAIL YOUR PAYMENTS UNTIL THIS CONFIRMATION HAS BEEN RECEIVED.)

I HEREBY AUTHORIZE HAMMERSMITH MANAGEMENT, INC., AS AGENT FOR THE ABOVE NAMED ASSOCIATION, TO INITIATE DEBIT ENTRIES TO MY CHECKING ACCOUNT AS INDICATED IN THE INFORMATION PROVIDED BELOW.

THIS AUTHORITY IS GRANTED ACCORDING TO THE TERMS AND CONDITIONS OF HAMMERSMITH MANAGEMENT, INC.'S ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. THIS AUTHORITY IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL HAMMERSMITH MANAGEMENT, INC. RECEIVES WRITTEN NOTIFICATION FROM ME ON ITS TERMINATION IN SUCH A MANNER AS TO AFFORD HAMMERSMITH MANAGEMENT, INC. REASONABLE OPPORTUNITY TO ACT ON IT.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PAYMENTS ARE TAKEN BETWEEN THE 5<sup>TH</sup> AND THE 10<sup>TH</sup> OF EACH MONTH  
(SORRY NO SPECIFIC DAYS CAN BE ACCOMMODATED)

PLEASE RETURN THIS COMPLETED FORM ALONG WITH A VOIDED CHECK TO:  
HAMMERSMITH MANAGEMENT, INC.  
5619 DTC Parkway; Suite 900; Greenwood Village, CO 80111

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ATTACH A VOIDED CHECK HERE

DEPOSIT SLIPS ARE NOT ACCEPTABLE

## **ACH Transfer Agreement and Disclosure Statement for Automatic Assessment Payments**

This agreement and Disclosure Statement only applies if you have Automated Clearing House (ACH) transfers from any of your accounts by Hammersmith Management, Inc (HMI), acting as agent for your Homeowners Association (Association).

### **A. Assessment Payment Services**

HMI, as agent for your Association, will originate authorized debits to the checking / savings account designated by you on HMI's ACH Authorization Form. Authorized debits may only be charged to accounts at other Participating Depository Financial Institutions.

### **B. Changes to Preauthorized Payment Amount of Due Date**

It is the Association's responsibility to advise HMI and Unit Owners of the periodic assessment payment amount as well as changes thereto. Association must mail or deliver written notice of changes in the amounts of preauthorized debits to Unit Owners at least Ten (10) calendar days before the scheduled date of transfer.

HMI is entitled to rely solely on the information, representations, and warranties provided by the Association, or authorized representatives, and to act thereon. Further, HMI may rely on the representations and warranties of the Association's governing documents and applicable statutes, including notification requirements of the ACH Rules. As agent for the ASSOCIATION, HMI assumes no responsibility to pre-notify or otherwise communicate to Subscribers of the Preauthorized Assessment Payment Service, changes initiated by the ASSOCIATION, managing agent or authorized Representative.

### **C. In case of errors or questions about your ACH**

All questions about entries made under this agreement must be directed to Hammersmith Management, Inc and not to the bank or other financial institution where you have your account. We are responsible for the ACH and for resolving any errors in transactions. You may write to us at Hammersmith Management, Inc. – 5619 DTC Parkway; Suite 900, Greenwood Village, CO 80111. We will not send you a periodic Statement or other notice of transactions originated under this agreement. The transactions will appear only on the statement issued by your bank or other financial institution.

### **D. Our Business Days**

Our business days are Monday through Friday, excluding bank holidays.

### **E. How to Stop Preauthorized Payments**

If you have authorized us to make regular automatic payments from your account, 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 may also require that you put your request in writing and get to us within 14 days after you call.

### **F. Notice of Varying Payment Amount**

If the regular automatic payments that you have authorized vary in amount, the ASSOCIATION you are going to pay is required to notify you in writing 10 business days before each payment, when it will be made and how much it will be.

### **G. 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, or
- If, through no fault of ours, the information for preauthorized payment transfer(s) is not received as scheduled:
- There may be other exceptions not specifically mentioned here.

### **H. Privacy**

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

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

### **I. Other Agreements and Regulations**

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

### **J. Termination**

HMI reserves the right to make changes in this Agreement at any time. HMI 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.