

**PRAUTHORIZED AUTOMATIC PAYMENT
AGREEMENT AND DISCLOSURE STATEMENT**

THIS AGREEMENT is made this _____ day of _____, 20 __, **between EL NIGUEL HEIGHTS COMMUNITY 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.

WHEREAS, the parties to this agreement wish to establish preauthorized payments under the Automated Clearing House Program ("ACH") for regular monthly assessments due ASSOCIATION from OWNER, which program is regulated by the automated clearing house association or 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 the regular 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 come due.
- 2. Preauthorized debits to your account will be processed between the fifth (5) and tenth (10) day of each billing month in the amount of your regular assessment payment. 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 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 preauthorized by this agreement to coincide with the effective date of any increase or decrease in the regular 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 preauthorized 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 preauthorized 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 may terminate this agreement by written notice to OWNER in accordance with agreement, 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 consecutive 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 ASSOCIATION discontinue this program.
- 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 also 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 the transfer 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 ASSOCIATION'S MANAGER or ASSOCIATION'S bank written permission.
- 9. OWNER releases ASSOCIATION and its MANAGER and agents for any liability as a result of any improper, incorrect or unauthorized transfers, including but not limited to any consequential damages as a result 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 preauthorized monthly amount specified under this agreement.
- 10. The person(s) signing this agreement warrant(s) and represent(s) that he/she/they has the actual authority to enter in to 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 its address for notice purposes by giving notice to the other party in accordance with section.
- 12. ENTIRE AGREEMENT. This agreement, including the attached Preauthorized Assessment Payment service Authorization Card, 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

ASSOCIATION:

THE EL NIGUEL HEIGHTS COMMUNITY ASSOCIATION

BY: PROGRESSIVE COMMUNITY MANAGEMENT

AGENT FOR THE EL NIGUEL HEIGHTS COMMUNITY ASSOC.

27405 PUERTA REAL, SUITE 300, MISSION VIEJO, CA 92691

OWNER:

ADDRESS:
