

(For internal use only) Bank Routing # \_\_\_\_\_

# Auto Bill Pay Debit Transfer Authorization Form

(Please Print)

Community Association Name:

\_\_\_\_\_

Account Number: \_\_\_\_\_

Amount of Current Regular Assessment: \$ \_\_\_\_\_

Homeowners Name(s):

\_\_\_\_\_  
Last First MI

\_\_\_\_\_  
Last First MI

\_\_\_\_\_  
Last First MI

Property Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Day

Telephone: (\_\_\_\_) \_\_\_\_\_ Evening

Please initiate Auto Bill Pay service from the following bank account:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Checking Account Number:

\_\_\_\_\_

Nine digit routing number from voided check:

\_\_\_\_\_

I/we, the above named HOMEOWNER/s hereby authorize FirstService Residential to initiate the electronic transfer of funds from the bank (DEPOSITORY) and bank account to the payee (ASSOCIATION) identified on this form. In doing so, I/we also authorize adjustments to this debit authorization upon notice by ASSOCIATION, or it's AGENT (FIRSTSERVICE RESIDENTIAL), to reflect any change in the regular assessment amount.

This authority is granted in accordance with the terms and conditions of the ASSOCIATION's Preauthorized Automatic Payment Agreement and Disclosure Statement found on the reverse of this form. This authorization is to remain in full force and effect until ASSOCIATION or its AGENT (FIRSTSERVICE RESIDENTIAL) has received written notification of its termination in accordance with the terms and conditions contained in the Preauthorized Automatic Payment Agreement and Disclosure Statement, receipt of which is hereby acknowledged.

PLEASE ATTACH VOIDED CHECK AND  
SIGN BOTH SIDES OF THIS DOCUMENT

All account holders must sign.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



Copies of this form are also available on our Web site:  
[www.fsresidential.com](http://www.fsresidential.com)

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## Auto Bill Pay Means You Can Put Away Your Checkbook Forever!

As a member of a FirstService Residential -supported community, the board of directors of your community association is pleased to offer you the opportunity to pay your regular association assessment fees using FirstService Residential's Auto Bill Pay service.

By providing your authorization to participate in this free service, your community association assessments will be automatically deducted from your checking account by electronic funds transfer.

This feature of FirstService Residential's service to you is convenient, free and secure.

Simply follow the steps below and put away your checkbook forever!

- Please read and understand the Preauthorized Automatic Payment Agreement and Disclosure Statement on the back of this document
- Complete all parts of the Debit Transfer Authorization form
- Sign and date the form, front and back
- Attach a voided check containing your bank's nine digit routing number identified by the first nine digits at the lower left corner of your bank's document
- Return the form to:

**Auto Bill Pay  
ACH Department  
FirstService Residential  
15241 Laguna Canyon Rd.  
Irvine, CA 92618**

Your debit authorization will be for the total regular assessment amount due at each account cycle. You may discontinue this service at any time with sufficient notification provided in writing to the address above (details on reverse).

As a convenience to you, FirstService Residential will continue to send a regular courtesy assessment statement reflecting the status of your account. This statement may also include specific messages of importance to your community.

**IMPORTANT: To keep the status of your account current, please continue to send your regular assessment fee in the form of a check made payable to the name of your community association until you receive written confirmation that your Auto Bill Pay account has been activated.**

Please call 949.448.6000 if you have any questions. FirstService Residential's courteous staff is available to assist you.

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# Preauthorized Automatic Payment Agreement and Disclosure Statement

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**THIS AGREEMENT** is made \_\_\_\_\_  
(M/D/Y)  
between \_\_\_\_\_  
Name 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.

The parties to this agreement wish to establish preauthorized payments under the Automated Clearing House program for regular cyclical assessments due ASSOCIATION from OWNER, which program is regulated by the Automated Clearing House Association or the Federal Reserve Bank rules.

**PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY:**

1. The amount of the automated payments made to the community association under this agreement will equal the amount of the member's cyclical assessment. This may include any other dues or fees that are billed on a recurring basis. Funds will be applied to OWNER's account in accordance with ASSOCIATION's policy for cash application.

Late fees, interest, costs of collection, fines, or any other fees 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 OWNER's designated bank or financial institution account will be processed between the tenth (10th) and fifteenth (15th) day of each calendar month. Payments so collected will be deposited to the checking account of ASSOCIATION, reported to ASSOCIATION's managing AGENT (FIRSTSERVICE RESIDENTIAL), and credited to OWNER's association account.

3. Debits to OWNER's designated bank or financial institution account will reflect the an amount implemented under the direction and authorization of the board of directors and in accordance with ASSOCIATION's governing documents. OWNER authorizes ASSOCIATION and its AGENT to adjust the debit preauthorized by this agreement to coincide with the effective date of any increase or decrease in the cyclical assessment due ASSOCIATION.

4. Services provided through this Auto Bill Pay agreement in no way alter OWNER's obligations under the ASSOCIATION governing documents, including its rules and regulations.

By accepting Auto Bill Pay service, responsible party (OWNER) in no way limits ASSOCIATION's or its AGENT's legal right or remedy to collect delinquent assessments.

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 designated bank or financial institution account be dishonored due to insufficient or otherwise unavailable funds two (2) times in any consecutive twelve (12) month period;
- b. Should OWNER close designated bank or financial institution account or place a stop payment on the charge;
- c. Should 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 only be applicable to the next billing cycle.

7. Any charges assessed by OWNER's designated bank or financial institution due to 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 personal or account information provided in this agreement to third parties:

- a. Where it is necessary for completing transfers;
- b. In order to verify the existence and conditions of OWNER's account for a third party, such as FIRSTSERVICE RESIDENTIAL;

- c. In order to comply with government agencies or court orders; or
- d. In the case where you otherwise give ASSOCIATION or AGENT or ASSOCIATION's bank written permission.

9. OWNER releases ASSOCIATION and FIRSTSERVICE RESIDENTIAL from any liability as a result of any error in the handling of transfers. Notwithstanding the foregoing, in the event for any reason the Association or FirstService Residential is/are found to be liable, such liability in damages of any nature shall be limited to an amount equal to the actual out of pocket damages of OWNER, with respect to any particular transaction at issue. Should funds exceeding the preauthorized regular assessment be transferred from OWNER's bank account to ASSOCIATION's bank account, ASSOCIATION will reimburse OWNER for the excess, as OWNER's sole remedy. The release contained herein shall not apply in the event of fraudulent conduct on the part of ASSOCIATION or FIRSTSERVICE RESIDENTIAL, its agents or employees.

**10. NOTICES.** Any notices under this agreement shall be delivered in writing. OWNER may submit an address change or discontinue this service at any time with sufficient notification provided in writing to:

**Auto Bill Pay  
ACH Department  
FirstService Residential  
15241 Laguna Canyon Rd.  
Irvine, CA 92618**

**11. MODIFICATIONS.** This agreement may not be modified or amended without the express written consent of the parties.

**I hereby acknowledge that I have read and agree to the terms and conditions above.**

\_\_\_\_\_  
(print name)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_