



Homeowner's Association Agreement and Signature Card

Homeowner's Association Information

Homeowners' Association: (Legal Name) _____ ("Association")

Tax identification Number: _____

Physical Address: _____
(No PO Box)

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Mailing Address for statements & notices for all accounts, products and services if different from above:

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Type of Organization: _____

***If incorporated, state where incorporated:** _____

Property Management Company: _____

Operating Account Information

Operating Account 1

Account Title: _____

Account Number: _____ **Account Type:** Checking Checking +Interest

Property Management Company has no check writing or withdrawal privileges.*

Operating Account 2

Account Title: _____

Account Number: _____ **Account Type:** Checking Checking +Interest

Property Management Company has no check writing or withdrawal privileges.*

Reserve Account Information

Reserve Account 1

Account Title: _____ **RESERVE ACCOUNT**

Account Number: _____ Property Management Company has no check writing or withdrawal privileges.*

Checking Checking + Interest Money Market Savings Certificate

Account Type: Other _____

Reserve Account 2

Account Title: _____ **RESERVE ACCOUNT**

Account Number: _____ Property Management Company has no check writing or withdrawal privileges.*

Checking Checking + Interest Money Market Savings Certificate

Account Type: Other _____

*If the box is marked, neither the Property Management Company nor its designated signers will have check writing or withdrawal authority over the account(s). However, they will have full access to all account information.



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Authorized Signers

The Association appoints each of the following persons as authorized signers on the accounts listed on this Card, with the authority to conduct transactions on the Association's behalf. Bank is authorized to process transactions initiated or approved by such persons. Unless otherwise indicated, Bank also may provide services and process transactions conducted on this Association's behalf by the Property Management Company listed on this Card or by any person(s) it designates for that purpose.

By signing below, you agree to abide by the terms of the agreement(s) governing the Association's deposit accounts and services.

Full Legal Name:	
Title:	
Primary Identification (ID):	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> U.S. Passport <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other: _____ ID #: _____ Issued By: _____ Expiration Date: _____
Date of Birth:	
Contact Phone Number:	
Signature:	

Full Legal Name:	
Title:	
Primary Identification (ID):	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> U.S. Passport <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other: _____ ID #: _____ Issued By: _____ Expiration Date: _____
Date of Birth:	
Contact Phone Number:	
Signature:	

Full Legal Name:	
Title:	
Primary Identification (ID):	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> U.S. Passport <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other: _____ ID #: _____ Issued By: _____ Expiration Date: _____
Date of Birth:	
Contact Phone Number:	
Signature:	

Full Legal Name:	
Title:	
Primary Identification (ID):	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> U.S. Passport <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other: _____ ID #: _____ Issued By: _____ Expiration Date: _____
Date of Birth:	
Contact Phone Number:	
Signature:	

Full Legal Name:	
Title:	
Primary Identification (ID):	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> U.S. Passport <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other: _____ ID #: _____ Issued By: _____ Expiration Date: _____
Date of Birth:	
Contact Phone Number:	
Signature:	

Full Legal Name:	
Title:	
Primary Identification (ID):	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> U.S. Passport <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> Other: _____ ID #: _____ Issued By: _____ Expiration Date: _____
Date of Birth:	
Contact Phone Number:	
Signature:	



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Amendments

The Association's appointed Property Management Company ("Management Company") has witnessed the officers of the Association signing this Homeowners' Association Agreement and Signature Card as well as other legal documents and has verified the personal identification of each Authorized Signer.

Management Company Signature

Management Company Name and Title (Print)

Agent Authorization and Agreement

This Agreement is made by and between the Homeowners' Association identified above ("Association") and Sunwest Bank ("Bank"). It incorporates, supplements and supersedes where inconsistent the terms of Bank's account and service agreements.

Designation of Agent. Association represents to Bank that it has authorized the Property Management Company shown on the first page as its agent to: (a) help open the accounts described above (the "Accounts"); (b) enter into cash management and other service agreements ("Service Agreements") with Bank on Association's behalf with respect to such Accounts; and (c) designate persons (in addition to the Authorized Signers identified by the Association) who may conduct Account and Service transactions on behalf of the Association. Bank is authorized to act in accordance with the Account and Service instructions of the Property Management Company or any person its designates for that purpose. Association assumes responsibility for the actions of its agent, whether or not they are in accordance with the terms of any agreement between Association and the Property Management Company.

Account and Service Terms. Association agrees to be bound by the Account and Service Agreements that Bank provides to Association or to the Property Management Company as Association's agent. Association acknowledges receiving and reading a copy of Bank's Account Terms and Conditions.

Statements and Notices. Bank may provide the Property Management Company with information regarding Association's Accounts and Services. Statements and notices sent or provided to the Property Management Company shall be deemed to be received by the Association.

Deposits. The Property Management Company may: (a) deposit checks and other items ("Checks") that are payable to the Association to the Accounts, with or without the Association's endorsement; (b) endorse Checks payable to the Association on behalf of the Association; and (c) conduct Account transactions on Association's behalf with or without identifying itself as Association's agent. *[Company may use any earnings credit (if applicable) derived from Account balances for its own benefit..]*

No Duty to Monitor Accounts. Bank assumes no duty, and shall have no obligation, to monitor Account or Service transactions by the Property Management Company to ensure that Association funds are being used properly or for the benefit of the Association. Bank is under no obligation to prohibit the Property Management Company from commingling its funds with Association funds. Bank will have no obligation to track or question Company's receipt, deposit, or use of Checks or other funds deposited to the Accounts.

Notwithstanding the above, Bank may refuse to accept further deposits to an Account, may freeze an Account, and/or may close an Account in the event: (a) Association notifies Bank of its intention to terminate this Agreement or the Property Management Company's authority to act on Association's behalf; (b) there is a dispute between the Association and the Property Management Company regarding any Account or Service; or (c) Bank is uncertain for any reason regarding any person's authority to conduct Account or Service transactions.

Overdrafts. Association assumes sole responsibility for any overdrafts that occur in the Accounts, even if caused by the Property Management Company. .

Indemnity. Association agrees to indemnify, defend and hold Bank, its officers and employees harmless from any and every loss, action, claim, proceeding, charge, fine and liability that arises directly or indirectly from Bank's actions or omissions based on this authorization and agreement. This provision shall survive the termination of this Agreement.

Termination. Association agrees to provide Bank with at least three business days' prior written notice of Association's election to terminate this Agreement or the Property Management Company's authority to operate Accounts and Services as Association's agent. Bank may terminate this Agreement with or without cause with prior written notice to Association.

By: _____

By: _____



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Association Resolution

"RESOLVED: _____ ("Management Company") is made an agent of this Association and authorized to: open one or more accounts ("Accounts") at Sunwest Bank ("Bank") in the name and on behalf of this Association; enter into deposit account, funds transfer, investment and cash management agreements with Bank related to such Accounts in the name of this Association; designate who is authorized to withdraw funds, initiate payment orders, execute service agreements, and otherwise give instructions on behalf of this Association with respect to such Accounts; deposit checks and other items payable to this Association to such Accounts; and make withdrawals and transfers from such Accounts in connection with its services to this Association.

FURTHER RESOLVED: _____ is authorized on behalf of this Association to enter into agreements with Bank in connection with Association Accounts and services, and to designate other signers on its Accounts.

FURTHER RESOLVED: This authorization is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the address and in the manner designated by Bank."

Certification: I/we certify under penalty of perjury under the laws of the State of California that: (a) the foregoing Resolutions were duly and legally adopted by the governing body of the Association; (b) the Resolutions have not been revoked and are currently in full force and effect; (c) the signatures and titles on this form are the genuine signatures and titles of the persons indicated; (d) the governing body of the Association has and at the time of adoption of said Resolutions had, full power and lawful authority to adopt the foregoing Resolutions and to confer the powers therein granted to the persons named, and that such persons have full power and authority to exercise the same; and (e) no other person's signature or authorization is required to bind the Association with respect to the agreements or transactions described herein.

Dated: _____, 20__

Attested to by one other officer:

By:

By:

Secretary Signature

Officer Signature

Secretary (Print Name)

Officer (Print Name and Title)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means: When you open an account, we will ask for your name, address, date of birth, and other information (e.g., a driver's license) to help us identify you. We also may ask to see your articles of incorporation or other organization records.

Taxpayer Identification Number Certification

Taxpayer Identification Number:

Under penalties of perjury I certify that:

- A. The number shown on this form is the correct Taxpayer Identification of the Association named above (or I am waiting for a number to be issued to the Association), and
- B. The Association is not subject to backup withholding either because: (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding (IF YOU CANNOT CERTIFY THIS, DRAW A LINE THROUGH STATEMENT B), and
- C. The Association is a U.S. citizen or other U.S. person

If Association is a foreign company, please check this box and provide the Bank with the appropriate IRS Form W-8.

Secretary Signature

Date

BANK USE ONLY

Relationship Manager Name: _____ Port #: _____ Branch Number: _____

Prepared/Entered

Reviewed/Approved

By: _____

By: _____

Date: _____

Closed By: _____