



Authorization Agreement for Automatic Payments (ACH Debits)

The Estates at Yorba Linda Community Association Board of Directors has authorized Accell Property Management, Inc. and City National Bank to offer you the opportunity to have your monthly assessment fees withdrawn from your bank account. The funds will be automatically withdrawn from your account on approximately the fifth (5th) day of the month. If you would like to participate in this program, please follow these steps:

1. Read, Complete and Sign the Authorization Agreement on the back of these instructions.
2. Attach to the Authorization Agreement a voided check from the account from which the payment will be made. This check will not be returned to you. **Please do not send a deposit slip instead of a voided check.**
3. Return the completed Authorization Agreement, a voided check, and a **\$10.00 check made payable to Accell Property Management, Inc. to:**

Estates at Yorba Linda Community Association
c/o Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653

It takes approximately SIX (6) WEEKS for the authorization to be processed through the National Banking Clearing House System. You will receive a letter of confirmation from Accell Property Management, Inc. between TEN (10) to FIFTEEN (15) DAYS before the first automatic payment will be withdrawn from your account. **IMPORTANT: Until you receive the confirmation letter, please continue to make payments as usual.**

Written notification must be received in Accell Property Management, Inc.'s offices at least FIFTEEN (15) DAYS prior to the next scheduled automatic withdrawal if you wish to cancel this service or change the bank account from which funds will be withdrawn.

You will still receive a monthly courtesy statement, which may contain the notice of your next Board of Directors meeting, community news and announcements. The automatic debit will be reflected on the following month's statement.

If you have any questions about this payment system, please do not hesitate to contact our office at: (949) 581-4988.

**PREAUTHORIZED AUTOMATIC PAYMENT
AGREEMENT AND DISCLOSURE STATEMENT**

THIS AGREEMENT is made this _____ day of _____, 20____, between Estates at Yorba Linda 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. 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.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The amount of the automated payments made to ASSOCIATION under this agreement will equal the amount of the member's cyclical assessment. Funds will be applied to OWNER's account in accordance with ASSOCIATION's policy for cash application. All other assessments, including special assessments, 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 fifth (5th) and tenth (10th) day of each calendar month in the amount of OWNER's regular assessment payment. Payments so collected will be deposited to the checking account of ASSOCIATION, reported to ASSOCIATION's managing AGENT Accell Property Management, Inc. (hereinafter AGENT), and credited to OWNER's ASSOCIATION account.
3. Debits to OWNER's designated bank or financial institution account will reflect the current cyclical 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 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 OWNER may be canceled by written notice at any time except during the fifteen (15) business days immediately preceding the scheduled transaction date. Notice of cancellation received during the aforementioned fifteen (15) 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 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 AGENT;
 - c. In order to comply with government agencies or court orders;
 - d. In the case where you otherwise give ASSOCIATION or AGENT or ASSOCIATION's bank written permission.
9. OWNER releases ASSOCIATION and AGENT from any liability as a result of improper, incorrect or unauthorized transfers. In the event of an error, ASSOCIATION shall be liable, for a maximum amount equal to the preauthorized regular assessment specified under this agreement.
10. 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 as defined in Section 6 above provided in writing to:

**Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653**

11. 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): _____

Attach Voided Check Here

Signed: _____

Date: _____

Homeowner Name(s) **(Please Print)**

Homeowner Account Number

Property Address

Mailing Address

City, State, Zip

City, State, Zip