



**NOW YOU CAN MAKE YOUR  
ASSOCIATION**

Print Name of Association, hereinafter referred to as "Association"

**ASSESSMENTS AUTOMATICALLY**

*Villageway Management, Inc., in conjunction with Sunwest Bank, and the "Association"*, is pleased to offer you the opportunity to make your assessment payments automatically! You can take advantage of this convenient new process by providing our office with written authorization to transfer funds from your checking or savings account on the fifth day of each month.

Your payments will be made without fail, and with no chance that you will incur a late fee due to mail delays. With the hectic schedules in today's world, your assessment can be one less worry because it will always be paid on time. If you would like to participate in this program, please provide us with the following information:

1. Complete the enclosed *Authorization Agreements (2 pages) (sign both forms)*
2. *Checking Account* - Please attach a *voided check*, from the account that the payment will be made, to the authorization form. (Your check will not be returned to you.)  
-OR-  
*Savings Account* - Please take the form to your bank and ask them to complete the bottom portion of the authorization form and check the box that indicates "Savings Account".
3. Return the completed forms, voided check and a **\$10.00 set up fee** check made payable to Villageway Management, Inc., to the "Association" c/o Villageway Management, Inc., 23041 Avenida de la Carlota, Suite 270, Laguna Hills, CA 92653

**NOTE:** It takes about **SIX (6) WEEKS** for the authorization to be processed through the National Banking Clearing House System. You will receive a letter of confirmation from this office about two weeks before the first automatic payment will be made. **Until you receive that letter, please continue to make payments as usual.**

You may cancel your authorization at any time by sending a written cancellation notice to this office at least fifteen (15) days prior to the payment date.

If you have any questions about this payment system, please do not hesitate to contact our office at: (949) 450-1515 Billing Department or email us at [billing@villageway.com](mailto:billing@villageway.com).

**AUTHORIZATION AGREEMENT FOR  
AUTOMATIC PAYMENTS (ACH DEBITS)  
ASSOCIATION**

Print Name of Association, hereinafter referred to as "Association"

*To Be Completed by Homeowner (please print)*

Homeowner's VMI Account Number:

\_\_\_\_\_

Last Name	First	M.I.	Last Name	First	M.I.
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Property Address:	Billing Address:
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\_\_\_\_\_

\_\_\_\_\_

Home Telephone No: (      )	Work Telephone No: (      )
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I (we) hereby authorize "**Association**" to initiate debit entries to my (our) **Checking \_\_\_ or Savings \_\_\_ (Check one box only)** account in the financial institution named below, hereinafter called DEPOSITORY, to debit the same to such account in an amount equal to my assessments and any applicable late fees incurred due to insufficient funds on deposit in my account. "Association" is authorized to adjust this debit authorization upon notice by "Association" or its Agent of any change in the regular assessment.

This authorization does not require the "Association" to initiate such debits, and I expressly acknowledge that I am responsible for my payments regardless of whether the "Association" exercises its authority to debit such account and regardless of whether there are sufficient funds on deposit in such account. I expressly agree that the "Association's" liability under this authorization agreement shall be limited exclusively to amounts which are negligently or intentionally debited by the Association, and which exceeds my assessment and any applicable late fees.

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

THIS AUTHORITY IS TO REMAIN IN EFFECT UNTIL THE ASSOCIATION HAS RECEIVED WRITTEN NOTIFICATION FROM ME OF ITS TERMINATION IN SUCH TIME AND MANNER AS TO AFFORD THE ASSOCIATION AND DEPOSITORY A REASONABLE OPPORTUNITY TO ACT ON IT.

\_\_\_ **Checking Account Debit: PLEASE ATTACH A VOIDED BLANK CHECK AND YOUR \$10.00 SET-UP FEE.**

**OR**

\_\_\_ **Savings Account Debit: PLEASE HAVE YOUR BANK COMPLETE THIS BOTTOM PORTION**

<b>SPACE BELOW FOR BUSINESS OFFICE USE ONLY</b>	
Transit Routing Number: _____	Account Number: _____
Depository Name _____	Address _____
Telephone: _____	City/State/Zip: _____
Bank Code: _____	
Processed By: _____	Date: _____
Verified By: _____	Date: _____

# PREAUTHORIZED AUTOMATIC PAYMENT AGREEMENT AND DISCLOSURE STATEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the \_\_\_\_\_ **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 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 and any 'Other Assessment' and designated on the Authorization Agreement. 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 (5th) and tenth (10th) day of each calendar 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 fifteen (15) business days immediately preceding the scheduled transaction date. Notice of cancellation received during the aforementioned fifteen (15) 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 transfers 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 of 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 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 into 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 this 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.

**PLEASE READ BEFORE  
SIGNING BELOW**

**Homeowner's Name (Please print):** \_\_\_\_\_

**Homeowner's Signature:** \_\_\_\_\_