



Stillwater Community Management, LLC

15400 W 64th Ave, Suite 9E53
Arvada, CO 80007-6852
p. (303) 872-9224

“Automatic Cash Handling”

This is the Electronic Funds Transfer authorization form. Also called "ACH" for "Automatic Cash Handling" or "Automatic Clearing House" this option sets up an automatic withdrawal of funds based on monthly, quarterly, semiannual and annual cycles for your HOA dues account.

I hereby authorize a representative from Stillwater Community Management (SCM) to initiate a direct withdrawal from my checking account to pay homeowner assessments and any other balance due. The withdrawal will become effective on the 1st day of each monthly billing period or the 1st day of the first month for quarterly, semiannual or annual billing periods.

The amount of withdrawal will be the balance owing on the account. You will receive written notification of the initial start of the direct withdrawal once the agreement has been set up. The direct withdrawal will continue until SCM receives written notice of cancellation.

Name: _____

Email Address: _____

Check to indicate you wish communication on your account via Email.

Authorized Signature: _____ Date: _____

Property Address: _____

Association Name: _____

Please attach a voided check to this form. Must be a voided check, account number or deposit slip is not acceptable. MAIL form to SCM at the above address. An original form and voided check is legally required to initiate ACH.

THIS IS AN OPTIONAL PROGRAM

Rev 1 – 07/15/2013

CONFIDENTIAL © 2009 Copyright Stillwater Community Management, LLC.
15400 W 64th Ave, Suite 9E53, Arvada, CO 80007-6852
(303) 872-9224 Fax: (303) 309-0468
info@scmhoa.com
www.scmhoa.com

Terms and Conditions

Additional information on Automatic Cash Handling is available under FAQ's on SCM's website, www.scmhoa.com.

1.1 By signing an ACH request, you have authorized SCM to arrange for funds to be directly withdrawn from your account.
1.2 SCM will arrange for your financial institution to debit your account. Total amount due on your HOA account will be withdrawn. Total amount includes HOA dues plus any additional fees on your HOA account. Your account will be debited on the 1st of each month unless this is not a business day, then the automatic withdrawal will be made on the next business day. If you are uncertain as to when a withdrawal payment will be processed, you should contact your financial institution for assistance.

2 Changes by SCM

2.1 SCM may vary any details of this agreement or the ACH request from time to time. We will give you notice in writing of any such change at least fourteen (14) days before the change takes effect.

3 Changes by you

3.1 You may request to stop or defer a payment or alter, suspend or cancel ACH. Cancellation must be in writing and received by SCM at least 10 days prior to ACH due date.

4 Your Obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow an automatic withdrawal to be made in accordance with the agreement.
4.2 If there are insufficient clear funds in your account to meet automatic withdrawal;
(a) you may be charged a fee and/or interest by your financial institution,
(b) you may also incur fees or charges imposed or incurred by us, and
(c) you must arrange for the automatic withdrawal payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the automatic withdrawal.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5 Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us immediately and provide any documentation SCM requests.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will adjust your account (including interest and charges) accordingly by directly crediting your account or sending you a refund check at our discretion. We will also notify you of the adjustment either orally or in writing.

6 Accounts

6.1 You should check with your financial institution whether ACH is available from your account as ACH is not available on all accounts offered by financial institutions.

7 Confidentiality

7.1 We will only disclose information that we have about you:
(a) to the extent specifically required by law; or
(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8 Definitions

account means the account held at your financial institution from which we are authorized to arrange for funds to be debited.

agreement means Automatic Cash Handling Service Agreement between you and SCM.

business day means a day other than a Saturday or a Sunday or a bank holiday.

Debit payment means a particular transaction where a debit is made.

direct debit request means the Automatic Cash Handling Service Agreement between SCM and you.

us or *we* means Stillwater Community Management and its successors and assigns.

you means the person who signs the Automatic Cash Handling Service Agreement request.

your financial institution means the financial institution where you hold the account that you have authorized us to debit