

**Automated Clearing House (“ACH” or “e-Check”) Agreement**

- I. **Authorization.** I hereby authorize the Jody Motley Memorial Foundation, Inc. (the “Company”) to initiate debit entries, and if necessary, credit entries and adjustments for any debit entries in error to my account at the depository institution indicated by the ABA routing number provided.
- a. **ABA Routing Number** \_\_\_\_\_
- b. **Account Number** \_\_\_\_\_
- II. **Compliance.** I acknowledge that the origination of ACH transactions to my account must comply with provisions of U.S. law and the NACHA operating rules.
- III. **Authority.** This Agreement is to remain in full force and effect until Company has received written notification from you of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it. Deliver all e-mails to Brayden@greatwesttrailers.com, and all written communications through USPS first class mail, postage pre-paid, to PO Box 70 Wiggins, CO 80654.
- IV. **Representation on Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement and does so with full legal authority.
- V. **Funds Guarantee.** You warrant that the funds are available for collection and will remain available for at least fourteen (14) days from the date payment is authorized. You agree to pay Company \$25 for each non-sufficient funds (“NSF”) returned ACH debit transaction. You agree that we are not responsible or liable for any overdraft or non-sufficient funds charges assessed by your bank in accordance with a transaction we initiate.
- VI. **Returns.** You agree to pay Company \$25 for each return received from your account, such as: NSF, incorrect account or routing number, no account found, stop-payment, unauthorized, etc. Please verify your account details are correct to avoid a return fee.
- VII. **Error.** In the event of an error, you permit us to take any and all action necessary to correct such error.
- VIII. **Liability Waiver.** You agree to indemnify and hold harmless the Company, its officers, directors, employees, insurers, volunteers, and assigns from all costs, including and without limitation, reasonable attorney’s fees, damages or claims related to our action in processing any ACH transaction, including claims of any joint account holder, payee, or endorsee, or in failing to cancel or process an ACH transaction as a result of incorrect information provided by you. In any event, the Company’s liability will be limited to the amount of the erroneous ACH transaction.
- IX. **Recovery.** You agree to pay, including and without limitation to the extent permitted by law, all reasonable attorney’s fees, filing fees, court costs, and process-service fees associated with our collection of any returned ACH transaction and or any outstanding debt associated with same.
- X. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, County of Morgan. Any claims or disputes must be filed and maintained exclusively in the courts of Morgan County, CO.
- XI. **E-Signature.** This Agreement and any other documents to be executed in connection with it may be signed electronically. The parties agree that an electronic signature, whether digital or encrypted, is intended to authenticate and to have the same force and effect as a manual signature. Electronic signatures will be considered valid and binding to the same extent as a handwritten signature as provided under the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN).
- XII. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
IP Address