

Recurring Billing Authorization Form

AUTHORIZATION AGREEMENT FOR ACH Payments

(I/we) do hereby authorize ES Properties, hereinafter named the COMPANY, to initiate recurring (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION. (I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the COMPANY to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of \$25.00 per item by electronic debit from my account identified below.

I am a duly authorized check signer on the financial institution account identified below, and authorize all of the above as evidenced by my signature below.

Financial Institution Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Acct. Number: _____

Payment Start Date: _____ **Payment Amount:** _____ **Number of Payments:** _____ or continuous

This authorization is to remain in full force and effect until the COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Name (s): _____ Customer ID #: _____ N/A

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Please Note

1. A copy of this authorization must be retained by the Originator for a period of two years.
2. The amount of \$25.00 for an NSF fee (used above) is an example. The actual amount collected for NSF items must be the equivalent, or lower, than state allowable collection fees and varies state to state
3. If needed, the Originator (the merchant or biller) may add additional fields for payment amounts, number of payments, customer tracking numbers, company logo, etc. However, the basic language stated above must remain the same.
4. For recurring debits, when the debit amount varies, the Originator must send the Receiver (customer) written notification of the amount and scheduled date of the transfer at least 10 calendar days before the scheduled transfer date. Additionally, if the Originator informs the customer of the right to receive notice of all varying transfers, the customer may elect to receive notice only when a transfer does not fall within a specified range of amounts; or, alternatively, the customer may elect to receive notice only when a transfer differs from the most recent transfer by more than an agreed upon amount.