



New Updated

### BUSINESS ACCOUNT APPLICATION & AGREEMENT

MEMBER NO. BUSINESS NAME CODE WORD (IF APPLICABLE)

BUSINESS TYPE:	ACCOUNT #	ACCOUNT TYPE	ACCOUNT #	ACCOUNT TYPE
SOLE PROPRIETORSHIP	ACCOUNTS: _____	_____	_____	_____
PARTNERSHIP	_____	_____	_____	_____
LIMITED LIABILITY COMPANY*	_____	_____	_____	_____
CORPORATION*	_____	_____	_____	_____
ORGANIZATION	_____	_____	_____	_____
LAW ENFORCEMENT ORGANIZATION	*Accounts can only be opened for CA Corporations			

#### BUSINESS & BUSINESS OWNER INFORMATION

##### BUSINESS INFORMATION

COMPLETE BUSINESS NAME (PLEASE PRINT)	EIN or TIN	SSN(Optional for Sole Prop Only)
PRINCIPAL BUSINESS ADDRESS	CITY	STATE ZIP
BUSINESS MAILING ADDRESS (IF DIFFERENT)	CITY	STATE ZIP
BUSINESS PHONE	TYPE OF BUSINESS	
EMAIL ADDRESS	BUSINESS WEBSITE ADDRESS	DATE BUSINESS ESTABLISHED

Business hereby applies for membership in the Credit Union and agrees to conform to the bylaws, as amended.

##### BUSINESS OWNER/SIGNER #1 INFORMATION

NAME (PLEASE PRINT)	DATE OF BIRTH	BIRTHPLACE	SOCIAL SECURITY NO.
HOME ADDRESS	CITY	STATE	ZIP
HOME PHONE	CELL NUMBER	WORK PHONE	EMAIL ADDRESS
DRIVER'S LICENSE	STATE	ISSUE DATE	EXPIRATION DATE EMPLOYER OCCUPATION

I hereby apply for membership in the Credit Union and agree to conform to the bylaws, as amended.

##### BUSINESS OWNER/SIGNER #2 INFORMATION

NAME (PLEASE PRINT)	DATE OF BIRTH	BIRTHPLACE	SOCIAL SECURITY NO.
HOME ADDRESS	CITY	STATE	ZIP
HOME PHONE	CELL NUMBER	WORK PHONE	EMAIL ADDRESS
DRIVER'S LICENSE	STATE	ISSUE DATE	EXPIRATION DATE EMPLOYER OCCUPATION

I hereby apply for membership in the Credit Union and agree to conform to the bylaws, as amended.

##### REQUIRED DOCUMENTATION

<b>SOLE PROPRIETORSHIP</b> DBA Filing	<b>LIMITED LIABILITY COMPANY*</b> Articles of Organization Operating Agreement Statement of Information LAPFCU Beneficial Owner Form	<b>CORPORATION*</b> Articles of Incorporation Resolution Statement of Information Minutes of Board Meeting LAPFCU Beneficial Owner Form	<b>LAW ENFORCEMENT ORGANIZATION</b> Articles of Incorporation Resolution Statement of Information Minutes of Board Meeting LAPFCU Beneficial Owner Form
<b>PARTNERSHIP</b> DBA Filing General Partnership Agreement Resolution LAPFCU Beneficial Owner Form			

##### ACCEPTANCE OF BUSINESS ACCOUNT AGREEMENT

By signing below, the Business Owners/Signers agree to be bound by the terms of this Business Account Application & Agreement and the undersigned acknowledge receipt of a copy of the Credit Union's current Business Account Rate and Fee Schedule. The Business Owners/Signers certify on behalf of the Business that it does not engage in an Internet gambling business. All the terms, conditions and information contained in this Agreement and any amendments thereto are by this reference incorporated in their entirety in this Agreement. The Business understands that the Credit Union may verify all information given on the Agreement.

X BUSINESS OWNER/SIGNER #1 SIGNATURE DATE

X BUSINESS OWNER/SIGNER #2 SIGNATURE DATE

##### FOR CREDIT UNION USE ONLY:

BizChex/ChexSystems OFAC CIP Eligibility Verified NAICS CODE

Opened/Updated by/Date:

Membership Officer Approval:

## BUSINESS ACCOUNT WARRANTIES AND CERTIFICATIONS

### Sole Proprietorship Accounts

If the account is in the name of a sole proprietorship, the person whose signature appears as Business Owner #1 on this Agreement represents and warrants that the Business is an unincorporated business owned wholly and exclusively by such person and agrees that the Credit Union is authorized to act upon the instructions of such person. The Business Owner agrees to inform the Credit Union in writing promptly of any changes in the organizational status of the Business. Business Owner #1 further certifies that if the Business uses a name for the business other than the name of Business Owner #1, a current fictitious business name statement is on file in the county clerk's office in each county in which the Business conducts business.

### Corporate, Limited Partnership & Limited Liability Company Accounts

If the account is in the name of a corporation, limited partnership ("LP") or limited liability company ("LLC"), the signatures of those persons below are authorized to make withdrawals from the account and to act in connection therewith. The undersigned certify to the Credit Union that such persons have been duly authorized to act on the corporation's, LP's or LLC's account by a properly noticed and held meeting of the board of such corporation or as authorized by the members or managers of the LLC, and/or pursuant to the terms of the LP Agreement or LLC's operating agreement. The Credit Union is hereby authorized to act upon the instructions of the signatures of the persons set forth below until the Credit Union receives written notice of the authorization of others to sign for the corporation, LP or LLC, together with an amended Agreement containing the signatures of such person(s). The undersigned signatories hereby represent and warrant to the Credit Union that the corporation, LP or LLC is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, has full power to own its properties and to carry on its business as now conducted and has not commenced dissolution proceedings. The undersigned further certify that if the corporation, LP or LLC conducts business under an assumed name, it has filed a fictitious business name statement in all places as required by law. Corporate, LP and LLC accounts are not subject to the Multiple Party Accounts Law.

### Partnership and Unincorporated Association

If the account is in the name of a partnership or unincorporated association, the persons below represent, warrant and agree that all items and funds deposited into this Account belong to the partnership or unincorporated association, that each of them has been duly authorized by the partnership or unincorporated association and has the power and authority to act, sign and bind the partnership or unincorporated association, that the Credit Union may rely on such authority until proper written notice of revocation is received by the Credit Union and that no dissolution of the partnership or unincorporated association has occurred. If the partnership or unincorporated association uses a name for the business other than the name of the partnership or unincorporated association, a current fictitious business name statement is on file in all places as required by law in which the partnership or unincorporated association conducts business. Partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

## ADDITIONAL TERMS AND CONDITIONS

1. Charges for maintenance and service of the account(s) may be made on occasions and in amounts set forth in rules heretofore and hereafter adopted by Credit Union. Such charges may be made by the Credit Union whether an account is active or dormant. All charges may be deducted from an account, and Credit Union shall not be liable for dishonoring items when the deduction of such charges results in there being insufficient funds in the account to honor items presented thereafter.
2. Credit Union is authorized to waive presentment, notice of dishonor, and protest as to all checks, drafts, notes, certificates, acceptances, and other items (hereafter singly and collectively "items") purchased or received by Credit Union for deposit or collection.
3. Credit Union is authorized, but not obligated, to honor any item drawn on the account where the signature thereon does not correspond exactly with the specimen authorized signature furnished herein.
4. Credit Union may refuse payment of and return as unpaid to the presenting party any or all items drawn on this account and presented to Credit Union on any business day when, at the opening of business on that day, there is not a sufficient balance of collected funds in this account to pay the total amount of such items.
5. Credit Union is authorized and directed to send, at the close of each accounting period for this account (as determined by Credit Union from time to time), a statement thereof for the preceding account statement period. Business is obligated to examine the same immediately and to report promptly to Credit Union any dispute or difference of account for whatever reason. Unless Credit Union receives written notice of any claimed dispute or difference of account within 60 days after the statement and items shall have been sent or made available to Business, Business shall be precluded from asserting any dispute or difference as to the account as rendered.
6. Credit Union may close this account at any time by sending the balance of funds therein to Business, following the giving of five business days written notice of its intent to do so, and Credit Union shall not be liable for dishonoring any item drawn on this account and presented for payment after such remittance or termination. Credit Union may decline to collect any item or items deposited in this account after giving such notice by sending such items to Business before Credit Union's midnight deadline thereon.
7. Should Credit Union receive any process, summons, order, injunction, execution, distraint, levy, lien, or notice (hereafter called Process), which in Credit Union's opinion affects this account, Credit Union may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from this account and may either hold the balance herein until Process is disposed of to Credit Union's satisfaction, or pay the balance over to the source of the Process.
8. To secure any and all indebtedness and liability of Business to Credit Union, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due, or to become due, Business hereby transfers and conveys to Credit Union all balances, credits, deposits, monies, and items now or hereafter in this account and Credit Union is authorized at any time to charge or set off such indebtedness or liability against this account, whether or not the same is then due, and the Credit Union shall not be liable for dishonoring items where the making of such a charge or charges results in there being insufficient funds in Business' account to honor such items. The foregoing shall not apply to any loans secured by real estate.
9. All remittances, statements, items, notices, and other communications and writings given by Credit Union to Business in connection with this account shall be deemed given when sent to Business' above address or to such other address as shall have been designated to Credit Union in a duly authorized writing.
10. This Agreement will be governed by California Law. Any action or proceeding by Business to enforce an obligation, duty or right arising under this Agreement or by law with respect to this Account must be commenced within one year after the cause of action accrues. If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect. Credit Union may change the terms of this Agreement by mailing or delivery a notice in the account statement or by written amendment to this Agreement. Unless otherwise required by law, we may amend this Agreement without prior notice. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees in addition to any other relief to which that party may be entitled.