



Village of Montpelier

**AUTHORIZATION TO TRANSMIT FUNDS VIA ACH DEBITS**

This Authorization Agreement is made by and between VILLAGE OF MONTPELIER an Ohio municipal corporation having an office at 211 N. Jonesville, Montpelier, OH hereinafter referred to as “The Village” and the undersigned, hereinafter referred to as “CUSTOMER”.

**LIMITATION ON THE VILLAGE’S LIABILITY AND LIABILITIES NOT ASSUMED:**

- (A) The Village will not be liable for any damages, whether direct, indirect, incidental, consequential, or special for failure of a transmission to be completed or for any errors in the transmission or transaction regardless of who caused the error, whether or not The Village had knowledge that such damages might be incurred including, but not limited to loss of income or profits.
- (B) The Village’s liability is limited to the amount of the transaction or transmission and when The Village is provided with Customer’s username, password and Social Security number, The Village **will not be liable** for the loss of the transaction or transmission.
- (C) The Village will not be liable for any acts or omissions by Customer, if Customer violates the terms of the Service Agreement, or for loss of transaction due to any events beyond The Village’s control including, but not limited to wars, strikes, civil commotions, acts of public enemies, acts or omissions of public authorities with actual or apparent authority, and any breakdown of phone or wire utilities.

**RIGHT OF REFUSAL:** The Village reserves the right to refuse any transmission or transaction at any time with or without cause.

**CHOICE OF LAW AND FORUM SELECTION:** The laws of the State of Ohio will apply and the forum will be the Court of Common Pleas of Williams County, Ohio.

**EXECUTION AND CANCELLATION OF THIS AGREEMENT:** Execution of this Agreement and the information needed to process ACH Debits will authorize The Village to process transactions and transmissions for the Customer. These Agreements may be cancelled at any time upon written notice by either of the parties. This does not apply to transmissions or transactions that are already authorized and made. For cancellation of a transmission or transaction already placed by customer, refer to the Service Agreement.

**NOTICE:** All Notices shall be sent to the location listed in this section via U.S. Mail or facsimile transmission.

**NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**FINANCIAL INSTITUTION NAME:** \_\_\_\_\_

**ROUTING NUMBER** \_\_\_\_\_

**CHECKING ACCOUNT #** \_\_\_\_\_ **OR**

**SAVINGS ACCOUNT #** \_\_\_\_\_

**UTILITY ACCOUNT #** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FOR VERIFICATION PURPOSES, PLEASE ATTACH A VOIDED CHECK. IF YOU ARE USING A SAVINGS ACCOUNT, PLEASE ATTACH VERIFICATION OF ACCOUNT AND ROUTING NUMBER.**