



# Community Association Signature Card and Account Agreement

<b>Community Association Name "Association":</b>	<b>Account Number:</b>
<b>Association TIN:</b>	<b>Association Management/Accounting Co.:</b>
<b>Association Physical Address:</b>	<b>Association Mailing Address:</b>
<b>Association Phone Number:</b>	<b>Association Management/Accounting Co. Phone Number:</b>

By naming an Association Management/Accounting Co. above and signing below, the undersigned authorized officer, on behalf of Association, authorizes and agrees that the Association Management/Accounting Co. is acting as an association property manager and duly appointed agent on behalf of the Association. The Association Management/Accounting Co. above has the authority to, among other things, set up and manage deposits accounts and the Association's corporate credit cards as required to meet the financial needs of the Association.

**USA PATRIOT ACT NOTICE:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will ask you to provide your driver's license or other identifying documents.

### (1) TAXPAYER CERTIFICATION

**W-9 CERTIFICATION – IF DEPOSITOR IS US CITIZEN OR RESIDENT ALIEN**

UNDER PENALTIES OF PERJURY, I certify (1) that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

**Instructions:**

- Check this box if the Association is exempt from backup withholding.
- Check this box if the Association has been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**W-8 CERTIFICATION – IF DEPOSITOR IS FOREIGN PERSON OR ENTITY:** certification is provided on a separate document.

**X** \_\_\_\_\_

SIGNATURE OF PRIMARY ACCOUNTHOLDER

\_\_\_\_\_

DATE

### (2) OFFICER'S CERTIFICATION

I, the undersigned, certify that I am an Authorized Signer of Association, and that the Corporate Resolution ("Resolution") included in this Signature Card and Account Agreement ("Agreement") are a correct copy of the Resolutions adopted at a meeting of the Association duly and properly called and held on \_\_\_\_\_. The Resolution appears in the minutes of this meeting and have not been rescinded or modified. This Agreement is the signature card contemplated by the Resolution. Any Authorized Signer listed and signing below for this Officer's Certification is authorized to take any and all actions described in the Resolution. Such authority shall remain in place until it is revoked by written notice to Popular Bank signed by an Authorized Signer of the Association. I further certify that the Association has, and at the time of adoption of the Resolution, full power and lawful authority to adopt the Resolution and confer the powers granted to the persons named herein. I further certify that the information provided herein, including the information provided in the below Ultimate Beneficial Owner (UBO) Certification is complete and true. I acknowledge receipt of all account disclosures, have read and understand their respective terms. I expressly agree that the account will be governed by the terms and conditions of the Business Banking Disclosure and Agreement which is available online at [www.popularbank.com](http://www.popularbank.com) (as amended, modified or restated from time to time) and any and all other applicable terms and conditions or disclosures governing the account, including, but not limited to, each of the applicable funds availability policy disclosures, schedule of fees, privacy policy and/or applicable product disclosure(s) (together with the Business Banking Disclosure and Agreement, collectively referred to as the "Account Disclosures"). I certify that I have read and understand the respective terms of the Account Disclosures. I further certify that the use of any device (Debit card or otherwise) in conjunction with this account constitutes acceptance of said device and your express agreement to any terms and conditions relating to the use of such device.

[Corporate Seal]

Duly Authorized Association Officer:

Date: \_\_\_\_\_

### (3) ULTIMATE BENEFICIAL OWNER INFORMATION (CONTROL PERSON)

Pursuant to federal law (31 CFR Parts 1010, 1020, 1023, et al.), Bank must gather certain information for beneficial owners of its legal entity customers. By completing and signing the below, the named individual is certifying that Association is a non-profit legal entity and there are no individuals who, directly or indirectly, own 10% or more of the equity interests of Association and designates the individual named as an individual with significant responsibility to control, manage or direct the Association (e.g. an Officer, Board Member, President, Vice president, Treasurer, or other individual who regularly performs similar functions). I accept and acknowledge that I must notify Popular Bank of any changes in the information included in this Beneficial Ownership Certification.

Control Person's Name: \_\_\_\_\_

Control Person's Physical Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Control Person's Date of Birth: \_\_\_\_\_

Control Person's Social Security Number: \_\_\_\_\_

Signature of Certifying Individual: \_\_\_\_\_

The Association appoints each of the below following persons as an Authorized Signer on the Association's accounts held with Popular Bank, whether opened concurrently with the execution of this Agreement or at a future date, with individual authority to give instructions and conduct transactions on the Association's behalf. Should separate account(s) for the same Tax Identification Number have different Authorized Signers, please complete a separate Agreement for non-linked accounts.

**(4) AUTHORIZED SIGNERS – 1 SIGNATURE REQUIRED FOR WITHDRAWALS**

1. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

2. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

3. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

4. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

5. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

6. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

7. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

8. Full Name (print):	Title:	Date of Birth:	Cell Phone Number:
Identification Type and Number:	State of Issuance:	Date ID Issued:	Email Address:
		Date ID Expires:	
Primary Residential Address:		Signature:	

**(5) ACCEPTANCE OF FACSIMILE SIGNATURES**

We may in our sole discretion allow the use of a **Facsimile signature(s)** on any check or draft drawn on the Association's account(s). **The term Facsimile signature refers to any method used to sign a check other than your handwritten signature.** This term also includes, but is not limited to, for example, the use of signature stamps or plates, computer-generated symbols and signatures produced by digital or other electronic means. If applicable, the Association may authorize the use of Facsimile signature(s) by designation on the Signature Card below. If the Association does not intend to authorize the use of Facsimile signature(s), this section should be left blank and you should proceed to the CORPORATE RESOLUTION (section (6)) below.

I \_\_\_\_\_ Duly Authorized Association Officer hereby CERTIFY that, at a meeting of the Board of Directors of said Association duly held on \_\_\_\_\_, at which a quorum was present and acting throughout, the following resolution was adopted and is now in full force and effect:

RESOLVED that Popular Bank (hereinafter referred to as the "Bank") has been named as depository of the funds of this Association;

RESOLVED that due to the volume of checks that are expected to be drawn in the name and on the account of this Association, it is convenient that this Association make use of **Facsimile signature(s)** (as hereinafter further defined) of those authorized by this Association to draw checks;

RESOLVED that the Bank as designated depository of the Association is hereby requested, authorized and directed to honor checks or drafts for the payment of money drawn in this Association name when bearing or purporting to bear the **Facsimile signature(s)** of any of the following names:

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

The Bank will pay and charge the Association for checks or drafts signed with such **Facsimile signature(s)** of the person(s) authorized, and without further investigation. In doing so, Association agrees to indemnify and hold Bank and each of its affiliates and their respective present and future officers, directors, employees, agents, successors, assigns and shareholders harmless from and against any and all losses, damages, actions, causes of actions, claims, demands, suits, liability judgments, assessments, penalties, charges, disbursements, attorney's fees and all other costs and expenses in any way related to or arising out of or incidental to any actual or apparent **Facsimile signature(s)** as long as they resemble the specimen(s) or the **Facsimile signature(s)** duly on file with the Bank. As used herein, "Facsimile" is defined as a reproduction of a manual signature that can be saved electronically or by engraving, imprinting, stamping, or other means by an authorized officer.

**AUTHORIZED FACSIMILE SIGNATURES:**

Name(s)	Specimen Facsimile Signature(s):
_____	_____
_____	_____
_____	_____
_____	_____

**(6) CORPORATE RESOLUTION**

This Corporate Resolution supersedes any previous Resolution provided by the Association to Popular Bank.

**RESOLVED:**

(1) That Popular Bank (the "Bank") be and hereby is designated as one of the depositories of the funds of this Association in an account designated as \_\_\_\_\_ and that the officers, employees or agents of this Association are hereby authorized to endorse, in the name of this Association for the purpose of deposit and collection in and with the Bank, checks, drafts, notes and other like obligations, and it is further resolved that endorsements for deposit and collection may be by the written or stamped endorsements of this Association without designation of the party making the endorsement.

That any one of the following officers

\_\_\_\_\_  
\_\_\_\_\_

**and/or** the designated agents of this Association, including any of the Association's property management company or the Association's accounting firm that manage the financial affairs of the Association identified by the officers of this Association in writing (in each case, an "Agent"), are hereby duly authorized to, (a) provide instructions to the Bank electronically to perform any of the following items, (b) open, close, and maintain accounts with the Bank, (c) enter into agreements with the Bank for cash management services which may include without limitation agreements relating to the disbursement of funds, deposit of funds, automated and online bill pay transactions, and the use of software and/or internet products to manage information or funds transferred between accounts of the Association and, (d) perform all activities permissible under the cash management agreements, including but not limited to transfers between accounts authorizing electronic transfers/ACH debits and credits, and all other related cash management activities on behalf of the Association.

(2) That the Bank be and hereby is authorized to payout the funds of this Association on deposit with it in said account from time to time on the basis of checks, drafts or orders drawn on said account and signed in the name of this Association by any duly authorized Agent or by any of the following officers of this Association:

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whether said checks are payable to cash, the bearer or the order of this Association, or to any third party, or to the order of any signatory of this Association or any other officer, agent or employee of this Association in either his/her individual or official capacity, without limitation of amount, without inquiry as to circumstances of issue, negotiation or endorsement thereof and without further inquiry or regard to the authority of the person or persons signing said checks.

(3) That the following officers of this Association:

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be and hereby are authorized from time to time to borrow money from the Bank in such amounts, for such lengths of time and at such rate of interest and upon such other terms and conditions as said person or persons may deem advisable, and to the evidence the indebtedness thereby created by executing and delivering in the name and on behalf of this Association's promissory notes, judgment promissory notes and other obligations of this Association, signed in the name of this Association by the person or persons designated above, and to mortgage or pledge or otherwise grant security interests in, as security for the payment of said notes and other obligations, any properly or security now or hereafter belonging to the Association, which notes other obligations (and the instruments providing for or evidencing such mortgage, pledge or grant of security interests) shall be in such form and shall contain such terms, provisions and conditions as may be deemed advisable by such person or persons; issued to or owned by this Association upon such and conditions as said person or persons may deem advisable.

(4) That the Bank shall not be in any manner whatsoever responsible for or required to see to the application of any of the funds to this Association deposited with it, checked out or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this Association.

(5) That, in order to induce the Bank to act pursuant to the foregoing paragraphs of this resolution, this Association hereby agrees, and further resolves, as follows:

(a) This resolution shall continue in force until revoked or modified by written notice received by the Bank, setting forth a certified resolution to that effect stated to have been duly adopted by the Members and/or Board of Directors, as applicable, of this Association, and signed by one purporting to be the Secretary or a duly authorized officer of this Association; provided, however, that such notice shall not be effective as to any exercise of powers prior to the receipt thereof or as to any checks or other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to the Bank after receipt of such notice, and the Bank is hereby authorized to rely upon the last communication received by it, so authenticated, as to any resolution of this Association or as to the Agents and/or the persons who may be duly authorized officers or signatories of this Association, or as to their respective specimen signatures and/or as to any other Association matters, and the Bank shall be held harmless in such reliance, even though such resolution may have been changed or rescinded.

(b) The Bank need not recognize a claim of authority to order the payment or delivery or any funds or other property standing on its books to credit of, or held by it for the account of, this Association, which conflicts with a claim of authority of which the Bank had prior notice, unless the person asserting such subsequent claim shall procure an appropriate restraining order, injunction or other appropriate process against the Bank from a court of competent jurisdiction in the United States requiring the Bank to act, or, in lieu thereof, with the consent of the Bank, shall deliver the Bank, in form and with sureties acceptable to the Bank, a bond indemnifying the Bank for any and all liability, loss, damages, costs and expenses on account of any action by the Bank pursuant to such subsequent claim or on account of the dishonor of any check or other order of any person asserting the claim of which the Bank already had notice at the time the subsequent conflicting claim is asserted by the person furnishing such bond.

(c) The Association hereby releases, waives and forever discharges the Bank, its parents, affiliates, subsidiaries, and their respective directors, officers, agents, employees, successors and assigns (who are herein collectively referred to as the "Bank") from any and all liability, claims, damages, causes of action, judgments and/or losses that indirectly or directly arises from or relates to any Agents' performance of those duties authorized herein. The Association hereby agrees to indemnify, defend and hold the Bank harmless from and against any and all liabilities, losses, damages, causes of action, judgments, reasonable legal fees, and any and all other reasonable fees, expenses, or costs of any kind, resulting from or arising out of any claim, demand, defense or assertion by any third party or parties, in any way directly or indirectly relating to the actions, inactions or omissions, negligence and/or misconduct of the Association's Agents which are duly authorized herein to act on behalf of the Association in connection with its transactions with the Bank.

(d) The Association hereby agrees to provide written documentation executed and certified by a duly authorized officer of this Association evidencing the names and signatures of all duly authorized Agents to Bank, it being understood that the Association shall immediately notify the Bank of any changes relative to its Agents, including the addition or removal of any Agents, as the case may be.

(e) If Association's Agent initiates automated clearing house transactions for Association, Association agrees to assume the responsibilities of an originator under the NACHA Operating Rules and Guidelines and agrees to be fully bound by the "Automated Clearing House (ACH) Transactions" provision as set forth in the Business Banking Disclosure and Agreement, as may be amended from time to time.

(f) Association hereby agrees to any and all provisions as set forth in the Master Signature Card and Agreement and the Business Banking Disclosure and Agreement, as may be amended from time to time, that addresses any possible Earnings Credit Rate for Association's Agent.

(g) Additionally, the Association and the Bank each acknowledge and agree that certain notices and communications may be provided by the Association or the Bank to the other party by telephone, fax or electronic transmission (including email) in accordance with the information provided by the receiving party (collectively the "Communications"). Such Communications will be effective upon transmission thereof to the receiving party and any Communication by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, Communications given by fax or electronic transmission will be treated as though they are originals.