

CAYUCOS SANITARY DISTRICT

200 Ash Avenue P.O. Box 333, Cayucos, California 93430-0333 www.cayucossd.org 805-995-3290

BANK DRAFTING (AUTO-PAY) AUTHORIZATION AGREEMENT

I, the undersigned recipient of Cayucos Sanitary District ("CSD") Sewer/Sanitation services, by executing this Bank Drafting Authorization Agreement (the "Agreement") and upon the Effective Date indicated below, hereby acknowledge, consent and authorize the CSD to instruct my Financial Institution to make automatic payments for sewer or other service charges levied by the CSD pursuant to its Bylaws ("Payments") from the account (the "Account") as described herein. I understand that Payments shall by deducted on the 15th of every month for the current cycle and that if the 15th falls on a weekend or holiday, such deduction shall take place the next business day.

I represent and warrant that the necessary funds will be deposited in the Account to cover the Payments. I understand and acknowledge that in the event there are insufficient funds in the Account to cover any of the Payments, a twenty five dollar (\$25.00) fee shall be applied prior to CSD re-drafting the Account. Upon receipt of any notice of insufficient funds, I shall immediately deposit the necessary amounts to cover the utility Payment, the \$25.00 fee, and any additional applicable penalties and charges imposed by CSD.

I understand that I control the Payments, and that if at any time I decide to discontinue this payment service, I will notify CSD, in writing, at least thirty (30) days prior to discontinuance of this Agreement.

I ACKNOWLEDGE AND CONSENT TO THE FOLLOWING RESERVATION OF RIGHTS: The parties understand that the bank drafting service described in this Agreement is solely for the convenience of the parties in terms of making the Payments. CSD, in its sole discretion, reserves the right to refuse and/or terminate this service. In no way whatsoever does this Agreement relieve or otherwise modify the undersigned's obligations under the CSD Bylaws or relieve or otherwise modify the undersigned's obligations to make Payments.

Complete Fields Below	
Owner/Tenant Name:	Phone Number:
Service Address:	Cayucos Sanitary District Account #:
E-Billing Enrollment (Optional):	
By checking this box, I understand that I am opting to enroll in CSD's E-Billing program and affirm that I have read and agree to the Terms & Conditions listed on the reverse of this page.	
Email Address:	
Attestation: I have fully read the foregoing and agree with the contents contained therein.	
Authorized Signature (Primary Account Holder):	Date:
Attach Bank Verified Routing and Account Numbers Below	

– Attach Voided Check Here –

If you do not have access to physical checks, you <u>must</u> provide an alternate form of <u>bank-verified</u> routing and account numbers and attach it to this application.

Examples:

- Download a Direct Deposit Form from your online banking portal
- Request temporary checks from your bank
- Log in to your online banking portal and take a screenshot that includes: 1.) accountholder name, 2) routing number, 3) account number

E Billing Terms & Conditions (Optional; Enroll in E Billing by checking the E Billing Enrollment Box on the first page)

Cayucos Sanitary District's (the District) E-Billing program allows you to receive future bills by email rather than by mail through the United States Postal Service (USPS). You must accept our Terms & Conditions to enroll in the E-Billing program. By opting to enroll in the District's E-Billing program, you agree with and/or attest to the following:

- You are the account holder or an authorized designee of the account holder who has the authority to enroll in the E-Billing program.
- 2. By opting to enroll in the E-Billing program, you understand that you will no longer receive a paper bill in the mail, effective the next billing cycle.
- 3. You must have a valid e-mail account to use E-Billing. You must provide the District with the correct and currently valid address of the email account to which you would like notification of your bill to be sent.
- **4.** You understand that the District will not be held responsible or liable for E-Bills that are not successfully delivered due to spam blocker removal, an incorrect email address being provided, server errors, a firewall, computer program failure, or for any other reason.
- 5. You agree to add e-billing@cayucossd.org to your email address book and/or safe sender list to help ensure that your E-Bill is delivered successfully.
- **6.** You understand that it is your responsibility to ensure that payment is received by District staff by the last day of each month, even if you do not receive your E-Bill (the same conditions apply to paper bills delivered by USPS).
- 7. You agree to inform the District of any update or change to your email address. The accuracy of your email address is entirely your responsibility. Should your email account become invalid or should you wish notification of your bill to be sent to a different email account, it shall be your responsibility to notify the District.
- **8.** Your email password should be kept secret, and the District accepts no responsibility or liability in the event that your password is used by an unauthorized user to access your account.
- **9.** E-Billing is a voluntary program provided for the convenience of the customer. The customer may choose to opt-out of the E-Billing program at any time by visiting the District's website or by calling (805) 995-3290.
- **10.** Cayucos Sanitary District will not disclose, rent, sell, or share customer account or contact information with third parties unless required by law.
- 11. You agree that the District will not be liable to yourself or any third party for any direct, indirect, incidental, punitive or consequential losses or damages, including loss of profits, goodwill, use, data or other intangible losses. In addition, you also agree to defend, indemnify and hold harmless the Cayucos Sanitary District, its employees, and each of its Directors, officers, consultants and agents from and against all claims, liabilities and expenses, including legal fees and costs, arising out of your use of the E-Billing program and any breach of these Terms and Conditions.