



## Authorization Agreement for Electronic Funds Transfer

Company agrees that each authorized person listed above is an Authorized Representative and may: (a) act for the Company regarding the Company Payment Account identified below; (b) authorize and execute transactions involving the Company Payment Account, provided such transactions relate to previously-approved services or goods Company has provided to or on behalf of Borrower; and (c) designate in writing other individuals as Authorized Representatives to exercise the same authorities as described in this paragraph.

Company authorizes Craft3 to electronically or by other commercially reasonable means credit or debit the account described immediately below ("Company Payment Account") as necessary to accurately execute the transactions agreed to by any Authorized Representative arising out of goods or services provided to a Borrower.

### Company Payment Account

Name of Bank or other depository institution ("Bank"): \_\_\_\_\_

Bank Contact Information: \_\_\_\_\_

Account Holder (if not Company): \_\_\_\_\_

Account Type: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**NOTE:** COMPANY ALSO MUST PROVIDE CRAFT3 WITH A COMPLETED W-9 AND A VOIDED CHECK.

Please contact Craft3 at [ConsumerPA@Craft3.org](mailto:ConsumerPA@Craft3.org) to inquire how to send this information securely.

# Authorization Agreement for Electronic Funds Transfer Continued

## GENERAL PROVISIONS

**Account and Authorized Representative Changes.** Company agrees to promptly notify Craft3 in writing if any account information listed above is no longer accurate, or if Company suspects that any such information has been compromised or disclosed publicly or to any unauthorized person. Company also may change Company Payment Account information by written notice from its Authorized Representative.

Company agrees to promptly notify Craft3 in writing if any Authorized Representative is no longer authorized to perform any of the approved functions or if Company suspects that any Company-provided or sanctioned mode of communication or Company security measure has been compromised. Company also may authorize new Authorized Representatives by notifying Company in a writing signed by a then-existing Authorized Representative or Company officer.

**Communications.** Company is bound by, and Craft3 may rely upon, any communication or act, including telephone and email communications, purporting to be done by any Company partner, member, director, officer, employee, agent, or representative provided that Craft3 believes, in good faith, that the conduct is authorized to so act.

**Indemnification.** Except to the extent Craft3 engages in gross negligence or willful misconduct, Company must indemnify, defend, and hold harmless Craft3, including without limitation, its officers, directors, employees, and representatives, from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and costs of legal counsel and accountants) (collectively, "Liabilities") Craft3 incurs arising from or related in any way, whether directly or indirectly, to Craft3's transfer of any funds to or from a Company Payment Account initiated or made in connection with Company's provision of services or goods to or on behalf of Craft3's Borrower.

**Limitation of Liabilities.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CRAFT3 IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF THE PAYMENT OR TRANSFER SERVICES OFFERED OR PERFORMED BY CRAFT3 IN CONNECTION WITH AGREEMENTS SET FORTH IN THIS CONTACT AND AUTHORIZATION FORM OR COMPANY'S INABILITY TO USE SUCH SERVICES FOR WHATEVER REASON, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFIT, GOODWILL, AND ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF CRAFT3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



## Authorization Agreement for Electronic Funds Transfer Continued

The person signing below is a duly authorized Company representative.  
The agreements above are effective upon signature.

### ACKNOWLEDGED AND AGREED:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Note:** This form as well as the Contact and Payment Authorization Form and a W-9 are all  
available individually at [www.craft3.org/tools/contractors](http://www.craft3.org/tools/contractors).