



1710 Prairie City Rd., Ste. 100 • Folsom, CA 95630  
916.850.1500 • www.sierravistabank.com

# OVERDRAFT PROTECTION ACCOUNT APPLICATION

- [ ] Individual Account
- [ ] Joint Account (with Spouse)
- [ ] Joint Account (without spouse - separate application attached)

**AMOUNT REQUESTED \$** \_\_\_\_\_

<b>APPLICANT</b>			
Marital Status –  Answer only if you live in a community property state: <i>(Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington).</i>			
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <i>(include single, divorced, widowed)</i> <input type="checkbox"/> Separated <input type="checkbox"/> Joint			
<b>GENERAL</b>			
Applicant's Name			
Current Street Address		How Long (yrs.)	
City, State, Zip			
Former Street Address		How Long (yrs.)	
City, State, Zip			
Home Phone	Office Phone	Social Security No.	
Dependents Excluding Self No. Ages	Date of Birth	Driver's Lic. No.	
<b>EMPLOYMENT</b>			
<i>If self-employed or retired, attach financial statement and income tax return</i>			
Current Employer (Include Employee I.D. If Applicable)		Telephone No.	
Address			
City, State, Zip			
Yrs.	Mos.	Position or Military Pay Grade	Monthly Take Home Pay
Former Employer and Position		Yrs.	Mos.
<b>OTHER INCOME</b>			
<i>You need not list other income from alimony, child support, or separate maintenance unless you wish it considered for purposes of granting this credit</i>			
Type of other Income		Monthly Amount	
<b>DEPOSIT ACCOUNTS</b>			
Financial Institution		Location (Branch)	
Checking Account No.		Balance	
Savings/TCD Account No.		Balance	

<b>SPOUSE</b>			
Complete this section if you are married, whether or not your spouse is jointly applying for this account			
<b>GENERAL</b>			
Applicant's Name			
Current Street Address		How Long (yrs.)	
City, State, Zip			
Former Street Address		How Long (yrs.)	
City, State, Zip			
Home Phone	Office Phone	Social Security No.	
Dependents Excluding Self No. Ages	Date of Birth	Driver's Lic. No.	
<b>EMPLOYMENT</b>			
<i>If self-employed or retired, attach financial statement and income tax return</i>			
Current Employer (Include Employee I.D. If Applicable)		Telephone No.	
Address			
City, State, Zip			
Yrs.	Mos.	Position or Military Pay Grade	Monthly Take Home Pay
Former Employer and Position		Yrs.	Mos.
<b>OTHER INCOME</b>			
<i>You need not list other income from alimony, child support, or separate maintenance unless you wish it considered for purposes of granting this credit</i>			
Type of other Income		Monthly Amount	
<b>DEPOSIT ACCOUNTS</b>			
Financial Institution		Location (Branch)	
Checking Account No.		Balance	
Savings/TCD Account No.		Balance	

APPLICANT REFERENCES	
Nearest Relative (not living with you)	Phone No.
Relative Address (street, city, state, zip)	
Personal Reference (not related)	Phone No.
Personal Reference Address (street, city, state, zip)	

CO-APPLICANT REFERENCES	
Nearest Relative (not living with you)	Phone No.
Relative Address (street, city, state, zip)	
Personal Reference (not related)	Phone No.
Personal Reference Address (street, city, state, zip)	

**CREDIT REFERENCES**

Please check box A if account is joint credit (Applicant and Co- Applicant). Check box B if the credit is in Applicant's name only. Check box C if the credit is in your Spouse/Co- Applicant's name only. Be sure to list all open accounts with or without a balance. Attach a separate sheet if necessary.

A	B	C	CREDITOR/CREDIT CARDS	ADDRESS/ACCOUNT	PURPOSE	ORIGINAL AMT.	PRESENT BALANCE	MONTHLY PAYMENT
			1ST Mortgage on home/landlord					
			LEASING    BUYING    RENTING					
			2ND MORTGAGE ON HOME					
			LOAN OR LEASE ON CAR		YEAR    MAKE			
			2ND CAR		YEAR    MAKE			
			OWNER LOANS/CREDIT CARDS/ CHARGE ACCOUNTS			CREDIT LIMIT		
			OTHER (CHILD SUPPORT, ALIMONY) (IF MORE LIST ON SEPARATE SHEET)					
							TOTAL OWED	TOTAL PAYMENTS
<i>I hereby state, affirm, represent and warrant that my total indebtedness on this date does not exceed</i>							\$	\$

Is any income listed in this application likely to be reduced before the credit requested is paid off? .....Yes .....No  
 Have you filed a petition for Chapter 13 within the past seven years? .....Yes .....No    Year Filed \_\_\_\_\_  
 Have you filed a petition for bankruptcy within the past seven years? .....Yes .....No    Year Filed \_\_\_\_\_  
 Are any suits pending, judgements unsatisfied, alimony or maintenance against you? .....Yes .....No  
 Have you ever had any auto, furniture, or other property repossessed? .....Yes .....No  
 Do you have any past due bills? .....Yes .....No  
 Are you a comaker on a note? .....Yes .....No

Name of other person \_\_\_\_\_ Amount \$ \_\_\_\_\_

*The undersigned affirms that the information set forth above is true and correct. I/We authorize you to provide information about my/our account to others.*

I/We agree to all of the terms of the account agreement as set forth in the attached Account Agreement and Disclosure Statement and acknowledge receipt of a copy of it.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Spouse (if Co-Applicant) \_\_\_\_\_ Date \_\_\_\_\_

**FOR BANK USE ONLY**

Date Received	Received by	Account Number	Amount	Approval Officer	Approval Date

## **ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT**

**DEFINITIONS.** The following words used in this Account Agreement and Disclosure Statement are to be defined as Follows:

**Associated Bank Checking Account** - A checking account opened with the Bank to which funds under this agreement are transferred.

**Reserve Account** - Overdraft Protection Line

**You** - The customer(s) executing this agreement

### **THE FOLLOWING TERMS APPLY TO YOUR RESERVE ACCOUNT:**

**Promise to Pay.** You agree to pay for all advances and charges on your Reserve Account, together with all costs and expenses for which you are responsible under this Agreement. If there is more than one party to the account, each of you is jointly and severally liable under this Agreement.

**Term.** The term of your Reserve Account will begin as of the date of this Agreement and will continue until demand is made under this Agreement or until the Reserve Account is terminated for any reason. At that time, or any time thereafter, all outstanding principal, accrued interest, and all other outstanding charges will be payable on demand.

**Credit Limit.** Your Reserve Account is a revolving line of credit, which at no time shall exceed the credit line set forth. The Bank is not required to extend credit in excess of your assigned limit. The Bank is also not obligated to extend credit if the Reserve Account is delinquent, or has been cancelled, terminated or suspended.

**Credit Advances:** To obtain credit advances under your Reserve Account into your checking account that is linked to this Reserve Account, you may write a check, use your debit card for a purchase, or otherwise authorize a withdrawal from your checking account using an ATM withdrawal, a telephone transfer, electronic Bill Payment, wire transfer, requesting an advance by mail or requesting an advance in person, which would cause your checking account to be overdrawn if the withdrawal were paid by the Bank. The funds needed to cover such withdrawals will be transferred in \$100.00 minimum increments.

**Cashed Checks.** If you obtain cash for any check or similar instrument, and that check or instrument is later returned unpaid for any reason, the bank may charge the amount of the check, and any fees incurred, to your checking account, and may then cover any resulting overdraft with the available funds in your Reserve Account.

**Minimum Payment.** Your "Regular Payment" will be a monthly payment of \$25.00 or 5.000% of the outstanding balance showing on your periodic statement - whichever is greater. Your minimum payment will include this regular payment plus all amounts past due, any voluntary credit life and disability insurance premiums, if such insurance is offered and accepted, and any other charges due. If your Reserve Account balance is less than \$25.00, you agree to pay the balance in full.

**Method of Payment.** You agree that payments to this Reserve Account will be deducted from the checking account which this Reserve Account is

attached to, and that the Bank's rights to each of these deductions for payment is the same as if a check were issued by an authorized signer on the checking account. This automatic payment cannot be terminated so long as both the Reserve Account and the checking account is active.

**When FINANCE CHARGES Begin to Accrue.** There is no grace period for credit advances made under this plan. Interest will begin to accrue on the date funds were advanced from your Reserve Account. Whenever there is a balance owing to the Bank on any day of the monthly billing cycle, interest will be imposed for the billing cycle. Each month, on your statement cycle date, the total FINANCE CHARGE is added to and becomes part of your outstanding balance.

**Method Used to Determine the Balance on Which the FINANCE CHARGE Will be Computed.** Any FINANCE CHARGE is determined using the Daily Balance Method". To get the daily balance, we take the beginning balance of your Reserve Account each day, add any new advances, and subtract any payments, credits or unpaid FINANCE CHARGES. This gives us the daily balance.

**Method of Determining the Amount of FINANCE CHARGE.** Any FINANCE CHARGE is determined by applying a "PERIODIC RATE" of 0.0438% to the balance described above. Then we multiply by the number of days in the billing cycle. This is your FINANCE CHARGE calculated by applying a PERIODIC RATE. This PERIODIC RATE corresponds to an ANNUAL PERCENTAGE RATE of 16.0%

**Termination of Account.** The Bank reserves the right to terminate this account without cause at any time by giving you prior written notice of our intent to close your account. You may terminate this account at any time by providing written notice of your intent to cancel your account and returning any and all access devices. Despite termination, your obligations under this Agreement will remain in full force and effect until you have paid all amounts due. Your rights are not subject to assignment.

**Default.** We may declare you in default and close your account without prior notice if any of the following occur: You fail to make payments or comply with any other terms of any agreement with the Bank. You do not provide updated financial information upon request. You fail to inform us of any material changes in your financial condition. You file for bankruptcy. We have reason to believe that you are unable or unwilling to repay your obligation to us. Either you or the bank closes the checking account linked to this Reserve Account. Any of your deposit accounts or any of your property held by the bank has been reached by any legal proceeding.

**Collection.** In the event it becomes necessary to institute suit to collect any amount owed under this agreement, you agree to pay court costs and reasonable attorney's fees to the bank. Any delay by the Bank in exercising its rights under this agreement shall not be a waiver of said rights.

**Amendments.** The bank reserves the right to make amendments to this agreement, including changes to the amount of or method used in determining the FINANCE CHARGE, by sending you prior written notice in accordance with applicable laws. These

amendments will apply to your existing balance and future credit advances.

## **YOUR BILLING RIGHTS**

### **Keep This Notice For Future Use:**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us if you think there is an error on your bill, or if you need more information about a transaction on your bill. Write us at the address listed on your bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem first appeared. You can telephone us, but doing so will not preserve your rights. In your letter, you must include:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error, and explain why you believe there is an error if you can. If you are writing to obtain more information, describe the item you are not sure about.
- Your payments to your Reserve Account are automatically deducted from your checking account. You can stop the payment on the amount you think is wrong, by notifying us in writing of your request to stop payment. Your letter must reach us at least three (3) business days before the automatic payment is scheduled to occur.

## **YOUR RIGHTS & OUR RESPONSIBILITIES AFTER WE RECEIVE WRITTEN NOTICE:**

We must acknowledge your letter within thirty (30) calendar days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe that the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay the finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think that you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone that we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone that we reported you to that matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.