

CHECKING ACCOUNT AGREEMENT



P.O. BOX 3398, BATON ROUGE, LA 70821-3398 • www.lacapfcu.org • 800-522-2748 • 225-342-5055

You hereby authorize La Capitol FCU (La Cap) to establish a checking account in your name subject to the following terms and conditions:

1. Payment of Checks and Other Debit Items

La Cap agrees to pay all properly payable items including checks bearing your signature or facsimiles thereof and to pay electronic debits and/or automatic drafts properly authorized by you. You hereby authorize La Cap to charge such payments and any applicable fees against your account.

2. Stale-Dated Checks

La Cap has no obligation to honor a check, other than one which has been certified, which is presented more than six (6) months after its date, but we may charge your account for a payment made thereafter in good faith.

3. Post-Dated Checks

You agree not to date a check later than the day you write it. If you do write a postdated check and it is presented for payment prior to its written date, La Cap will not be responsible for paying it prior to the written date and may charge your account for the amount of the check.

4. Overdrafts

If you write a check or initiate a debit item for more funds than you have in your account, you will be deemed to be overdrawn and we may refuse to honor the check or other debit item and return it as unpaid due to nonsufficient funds (NSF). Honoring such an overdraft on one or more occasions does not obligate La Cap to do so again in the future.

La Cap may close your account if you incur three(3) or more NSF checks or other debit items, or if you repeatedly deposit items returned unpaid, or if you fail to cover a negative balance promptly, or if you use the account improperly or in a manner likely to cause a loss to La Cap.

5. Provisional Credit

All non-cash items credited to your account are provisional and subject to final payment.

6. Stop Payments

La Cap agrees to stop payment on a check or checks, or other debit item, drawn on this account on which a correct and timely stop payment order has been placed. A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law. A stop-payment order must precisely identify the number, date, and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. An oral stop payment notice expires after 14 calendar days unless confirmed in writing. A written stop payment notice on a paper check expires after 6 (six) months and must be renewed in writing. A written stop payment notice on an electronic item does not have an expiration date and will remain in effect indefinitely. Stops can be removed from the system upon request in writing. A release of stop-payment request may be made only by the person who initiated the stop payment.

7. Periodic Statements

You agree to exercise reasonable care and promptness in reviewing your periodic statement. If you discover any error or irregularity, you agree to notify us promptly after any such discovery. Otherwise, the statement as printed and/or received, will be deemed to be correct. You further agree that La Cap will not be liable for paying such items if you did not exercise reasonable care in examining your periodic statement or you have not reported the error or irregularity to La Cap within thirty (30) days of when the statement is first made available to you.

8. Liability for Negative or Overdrawn Balances

You agree to be liable for any negative balances as well as any costs incurred by La Cap in collecting said negative balance, such as attorneys fees, court costs, etc., to the extent permitted by law.

9. Authority to Correct Direct Deposit Errors

La Cap will make available receipt of direct deposit services for federal recurring payments to this account and/or receipt of other payments/deposits to you which may be made by way of direct deposit. You authorize La Cap to deduct from this account, or any La Cap account(s) of which you may be an owner, the amount of any funds improperly deposited into this account by way of a federal direct deposit program or by way of any other direct deposit program which you may choose to use.

10. Joint Owners

La Cap is hereby authorized to recognize any of the signatures subscribed below in the payment of funds or the transaction of any business for this account. These joint owners hereby agree with each other and with La Cap that all sums deposited to account are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge La Cap from any liability for such payment. Any or all of said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans. The right or authority of La Cap under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to La Cap which shall not affect transactions theretofore made.

11. Authority to Change Account Type

You agree that if the terms and conditions required on the checking account you have chosen are not met on a regular basis, La Cap reserves the right to change the account type to Simple Checking.

12. Printed Checks

You agree to use only blank checks and other methods approved by La Cap to withdraw funds from your account. Caution: Checks printed by suppliers other than La Cap’s authorized check printer may be of inferior quality, with the MICR line causing them to be rejected during processing and thereby incurring a \$5.00 charge per item. It is your responsibility to destroy old checks if your account number changes for any reason. You can avoid this charge by destroying all old checks that contain incorrect information. Only checks that contain correct MICR information will post to the account WITHOUT the \$5.00 fee getting assessed.

13. Right To Repayment of Indebtedness

You each agree that La Cap may (without prior notice and when permitted by law) charge against and deduct from this account any amount due and payable debt owed to La Cap now or in the future, by any of the undersigned having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw.

14. Fees & Charges

Please refer to our Common Features for a schedule of fees to determine the fees applicable to your account.

15. Authority To Amend

You authorize La Cap to amend the terms of this agreement, including fee amounts and/or types of fees, from time to time as deemed necessary by La Cap. La Cap will provide reasonable prior notice of any such amendment to the terms of this agreement if the change could adversely affect you, at which time you may choose to close this account.

I, the undersigned, do hereby acknowledge receipt of a copy of this agreement and the disclosure brochure "Important Information About Share Accounts." I, the undersigned, do hereby agree to the terms and conditions contained in this agreement and to the terms and conditions for this account given in the brochure "Important Information About Share Accounts."

Date: _____

Member-Owner: X _____
Print Name

Member Number: _____

X _____
Signature

Joint-Owner: X _____

Joint-Owner: X _____

FOR LA CAP USE ONLY:

2-digit account number: _____
