

AUTOMATED CLEARING HOUSE "ACH" AGREEMENT

- I. **AUTHORIZATION.** I hereby authorize the Run at the Rose, LLC (the "Company") to initiate debit and credit entries, and adjustments for any entries made in error, to my account at the depository institution indicated by the ABA routing number provided.
- II. **COMPLIANCE.** I acknowledge that the origination of any ACH transactions to my account must comply with provisions of U.S. law and the NACHA operating rules.
- III. **AUTHORITY.** This Agreement is to remain in full force and effect until Company has received written notification from you of its termination in such time and in such manner as to afford Company a reasonable time to act on it. Deliver all e-mails to RunAtTheRose@gmail.com, and all written communications to 59989 Gunnison Rd. Olathe, CO 81425.
- IV. **REPRESENTATION ON AUTHORITY.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and acts on appropriate action to execute this Agreement and does so with full legal authority.
- V. **FUNDS GUARANTEE & NSF RETURNS.** You warrant that the funds are available for collection and will remain available for at least fourteen (14) days from the date the payment is authorized. You agree to pay Company \$25 for each non-sufficient funds "NSF" returned ACH Debit transaction. You agree that the Company is not responsible for any overdraft, return, or non-sufficient funds charge assessed by your bank in accordance to / in relation with any transaction we initiate.
- VI. **ALL OTHER RETURNS.** You agree to pay the Company \$25 for each return received from your account. Such returns may be, including, but not limited to: invalid routing or account number, no account found, unauthorized, stop-payment, invalid name, or untimely return. Company kindly requests that you check your account details.
- VII. **ERROR.** In the event of an error, you permit us to take any and all action necessary to correct such error.
- VIII. **LIABILITY WAIVER.** You agree to indemnify and hold harmless the Company, its officers, directors, employees, insurers, volunteers, ITS ODFI (BANK), and assigns from all costs, including and without limitation, reasonable attorney's fees, damages or claims related to our action in processing any ACH transaction, including claims of any joint account holder, payee or endorsee, or in failing to cancel or process an ACH transaction as a result of incorrect information provided by you. IN ANY EVENT, THE COMPANY'S LIABILITY WILL BE LIMITED TO THE AMOUNT OF THE ACH TRANSACTIONS.
- IX. **RECOVERY.** You agree to pay, including and without limitation, to the extent provided by applicable law, all reasonable attorney's fees, filing fees, court costs, process-service fees and the like, associated with our collection of any returned ACH transaction or any outstanding debt associated with same.
- X. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, County of Montrose. Any claims or disputes must be filed and maintained exclusively in the courts of Montrose County, Colorado.
- XI. **E-SIGNATURE.** This Agreement and any other documents to be executed in connection with it may be signed electronically. The parties agree that an electronic signature, whether digital or encrypted, is intended to authenticate and to have the same force and effect as a manual signature. Electronic signatures will be considered valid and binding to the same extent as a handwritten signature as provided under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act.
- XII. **SEVERABILITY.** Any provision of this Agreement that is prohibited or deemed unenforceable by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

ELECTRONIC SIGNATURE & IP ADDRESS TO BE CAPTURED.