

## **Check/Draft Stop Payment Disclosure**

## **Item Description**

I request BayPort Credit Union to stop payment on the share draft or check (either referred to hereinafter as "item"). I warrant the item description provided is correct. I understand that the EXACT information is necessary for BayPort's computer system to identify the item. If I give BayPort incorrect information, BayPort will not be responsible for failing to stop payment.

## **Post Dated Items**

If this is a postdated item notice, I hereby request BayPort to stop payment on the item indicated if presented for payment prior or the date of the item. This post dated item notice is subject to all terms and conditions for Stop Payment Requests Stop Payment Requests- I agree that BayPort will not be responsible for stopping payment unless my stop payment request is received by BayPort:

- Within a reasonable time for BayPort to act on my request prior to final payment or similar action; or
- At least three (3) business days before the scheduled date of the item.

I understand that my stop payment request is conditional and subject to BayPort's verification that the item(s) has not already been paid or that some other action to pay the item has not been taken. This request is effective for a period of six (6) months from the date of this request unless I withdraw this request or renew the request for additional periods. I also agree to notify BayPort promptly upon issuance of any duplicate item which replaces the item subject to this request or upon return of the original item. I agree to pay BayPort a stop payment fee for each request.

## Indemnification

I agree to indemnify and hold BayPort harmless from all costs, including attorney's fees (to the extent permitted by law) damages or claims related to BayPort's action in refusing payment of the item, including claims any joint owner, payee, or endorsee, or in failing to stop payment of an item as a result of incorrect information provided by me.

This stop payment request is subject to the Uniform Commercial Code as adopted by the state where BayPort's main office is located to automated clearinghouse rules to other local clearinghouse rules and to the electronic funds transfers act, as applicable.

I hereby understand that by submitting, a Stop Payment Request will be placed on my checking account for a period of six (6) months from the request date. A fee of \$29.00 will also be withdrawn from my checking account in accordance with BayPort's fee schedule.