



**BUSINESS MEMBERSHIP APPLICATION & CORPORATE RESOLUTION**

- Membership in Sunmark FCU requires a \$5 opening deposit to savings
- \$20 deposit required to open checking
- Photocopy of current drivers license or valid photo ID required for all signers

Account Number \_\_\_\_\_ Suffix \_\_\_\_\_

New Account  
 Change \_\_\_\_\_  
 (Type of Change)

<input type="checkbox"/> Business Savings <input type="checkbox"/> Business Money Market <input type="checkbox"/> Business Share Certificates of Deposit <input type="checkbox"/> Night Drop <input type="checkbox"/> Safe Deposit Box	<input type="checkbox"/> Business Checking (Choose One) <ul style="list-style-type: none"> <li><input type="checkbox"/> Basic Business Checking             <ul style="list-style-type: none"> <li><input type="checkbox"/> Online Banking &amp; Bill Pay</li> <li><input type="checkbox"/> Debit Card</li> </ul> </li> <li><input type="checkbox"/> Business Earnings Checking             <ul style="list-style-type: none"> <li><input type="checkbox"/> Online Banking &amp; Bill Pay</li> <li><input type="checkbox"/> Debit Card</li> </ul> </li> </ul>
--	---

**BUSINESS INFORMATION**

Entity Legal Name \_\_\_\_\_  
 DBA (Doing Business As) Name (If Applicable) \_\_\_\_\_  
 Business Tax ID Number/EIN/Social Security Number \_\_\_\_\_  
 Address (Physical Address Only, No PO Boxes) \_\_\_\_\_  
 Mailing Address (If Different From Physical Address) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_  
 Business Phone \_\_\_\_\_ Business Fax \_\_\_\_\_  
 Year Business Established \_\_\_\_\_ Number of Employees \_\_\_\_\_ Type of Business \_\_\_\_\_

**OWNER/OFFICER INFORMATION**

Name _____	Name _____
Title _____	Title _____
DOB _____ SSN# _____	DOB _____ SSN# _____
Email Address _____	Email Address _____
Daytime Phone Number _____	Daytime Phone Number _____
Evening Phone Number _____	Evening Phone Number _____
Cell Phone Number _____	Cell Phone Number _____
Fax Number _____	Fax Number _____

**ACCOUNT OWNER(S) CERTIFICATION**

I/we, \_\_\_\_\_ and \_\_\_\_\_ hereby certify to Sunmark Federal Credit Union that I am/we are the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, a business/organization organized under the laws of the State of \_\_\_\_\_, and that the following is a correct copy of a resolution adopted at a meeting of the Board of Directors or owners of this business/organization duly and properly called and held on \_\_\_\_\_, 20\_\_\_\_\_. This resolution appears on the minutes of this meeting and has not been rescinded or modified.

RESOLVED that the above named business/organization is organized as a (check one box):

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Non-Profit Corporation/Organization |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> General Partnership       | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Unincorporated Organization         |

RESOLVED that Sunmark Federal Credit Union ("Sunmark") is designated as a depository for the funds of this business/organization and

FURTHER RESOLVED that the Board of Directors/owners request the establishment of the above business accounts and services.

FURTHER RESOLVED that this resolution shall continue in force until express written notice of its rescission or modification has been received by Sunmark and has had a reasonable opportunity to act upon such notice.

FURTHER RESOLVED that all transactions, if any, with respect to any deposits, withdrawals or other transactions by or on behalf of this business/organization with Sunmark prior to the adoption of this resolution are hereby ratified, approved and confirmed.

FURTHER RESOLVED that any of the persons named in this application as agents of this business/organization, are authorized and empowered to make any and all other contracts, agreements, stipulations and orders which they may deem advisable, from time to time with Sunmark, concerning funds deposited in Sunmark or any other business transaction by and between this business/organization and Sunmark subject to any restrictions stated in the Authorized Signer Section and as provided in applicable laws and Sunmark's bylaws.

FURTHER RESOLVED that this business/organization agrees to the terms and conditions of any account agreement opened by the persons named in this application, and authorizes Sunmark at any time to charge this business/organization for all share drafts, checks or other orders for the payment of money that are drawn by the business/organization on Sunmark for deposit, supplying any necessary or missing endorsements as may be required.

FURTHER RESOLVED that this business/organization acknowledges and agrees that Sunmark may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM) and debit cards.

FURTHER RESOLVED that this business/organization acknowledges and agrees that Sunmark may rely on alternative signature and security codes issued to or obtained from the Agent named on this resolution and the business/organization assumes full responsibility and holds Sunmark harmless for any and all payments made or any other action taken by Sunmark in reliance upon the signatures, alternative signatures and security codes of any person or persons identified as an authorized signer within this document amended from time to time. The term "alternative signature and security codes" includes, but is not limited to, facsimile signatures on file with Sunmark, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the business/organization with Sunmark from time to time), Sunmark is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. Sunmark shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

## BUSINESS FUNDS TRANSFER AGREEMENT

NYS article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This is intended to establish a comprehensive legal framework covering the duties responsibilities and liabilities of all parties involved in funds transfers including wire transfers, automated clearinghouse (ACH) credits and some book transfers on the credit unions records.

This agreement contains several notices which we are required to provide to you as well as establish other terms of agreement which will apply to all funds transfers involving you and Sunmark. Using Sunmark to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

1. Any wire requests to be sent initially to a foreign institution, received prior to 11:00 a.m. on a weekday that Sunmark is open, will be processed the same day. All other wire requests received by 2:00 p.m. on a weekday that Sunmark is open will be processed the same day. From time to time, Sunmark may establish or change cut-off times for the receipt and processing of funds transfers requests, amendments, or cancellations. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next week day we are open and processed accordingly.
2. Sunmark may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made plus any applicable fees. (See Business Account Fee Schedule).
3. Sunmark may establish, from time to time, security procedures to verify the authenticity of a payment order. If the request is by phone, fax, or mail, Sunmark will identify you by verifying specific personal information on your account, such as the amount & date of your last deposit, your funds transfer amounts and so on. In certain circumstances, Sunmark will call you to further confirm your identity and payment order or we may require a written and signed payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify Sunmark in writing that you do not agree to that security procedure. In that event, Sunmark shall have no obligation to accept any payment order from you or other authorized parties on the account until you and Sunmark agree, in writing, on an alternate security procedure.
4. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

5. If you give Sunmark a payment order which identifies the beneficiary recipient of the funds by both name and identifying or account number, payment may be made by the beneficiaries bank on the basis of the identifying or bank account number, even if the number identifies a person or entity different than the named beneficiary. This means that you will be responsible to Sunmark if the funds transfer is completed on the basis of the identification number you provided to Sunmark.
6. If you give Sunmark a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or entity than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
7. Sunmark may give you credit for automated clearing house (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until Sunmark receives final settlement of the payment. You are hereby notified and agree, if Sunmark does not receive such final settlement, that it is entitled to a refund from you for the amount credited to you in connection with the ACH entry. This means that Sunmark may provide you with access to ACH funds before Sunmark actually receives the money. However, if Sunmark does not receive the money, then Sunmark may reverse the entry on your account and you would be liable to repay Sunmark.
8. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, Sunmark will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide you.
9. If Sunmark receives a funds transfer for you or for other persons authorized to have access to your account, you agree that Sunmark is not obligated to provide you with the next-day notice of the receipt of the funds transfer. Sunmark will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements which we provide you. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
10. If Sunmark becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at Sunmark to which the funds transfer was made.
11. If you have any questions regarding this agreement and notice, please ask us before you sign this Agreement.

**AUTHORIZED SIGNERS:** Any Authorized Signers listed below are authorized to exercise the powers granted as indicated:

A.	Name	Title	
	LAST 4 DIGITS OF SSN	DOB	Signature X
B.	Name	Title	
	LAST 4 DIGITS OF SSN	DOB	Signature X
C.	Name	Title	
	LAST 4 DIGITS OF SSN	DOB	Signature X
D.	Name	Title	
	LAST 4 DIGITS OF SSN	DOB	Signature X

**POWERS GRANTED** (Indicate one or more Authorized Signers to each power by placing the letter corresponding to their name in the space provided below.

INDICATE:	
A, B,C, AND/OR D	DESCRIPTION OF POWER
_____ (1)	Exercise all of the powers listed in this resolution
_____ (2)	Open any deposit or share account(s) in the name of the business/organization
_____ (3)	Close any deposit or share account(s) in the name of the business/organization
_____ (4)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with Sunmark
_____ (5)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in Sunmark
_____ (6)	Use a Sunmark Business or Professional Debit Card on behalf of the company
_____ (7)	Other:
	_____

