

**FIRST NATIONAL BANK OF THE LAKES BUSINESS ACCOUNT APPLICATION, SIGNATURE CARD**

BUSINESS NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TAX ID # \_\_\_\_\_ BUSINESS ORGANIZED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

**BUSINESS ACCOUNT OWNERSHIP**

\_\_\_\_ PROPRIETORSHIP \_\_\_\_ CORPORATION – PROFIT \_\_\_\_ CORPORATION – NON PROFIT \_\_\_\_ LLC \_\_\_\_ PARTNERSHIP \_\_\_\_ OTHER-TYPE \_\_\_\_\_

**TYPE OF ACCOUNT**

\_\_\_\_ CHECKING \_\_\_\_ MONEY MARKET \_\_\_\_ SAVINGS \_\_\_\_ CERTIFICATE OF DEPOSIT \_\_\_\_ ATM/DEBIT \_\_\_\_\_

**SIGNERS ON THE ACCOUNT**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ NUMBER OF SIGNATURES REQUIRED \_\_\_\_\_ DATE OPENED \_\_\_\_\_

EVERYTHING I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION. YOU ARE AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH ME. I HAVE RECEIVED A COPY OF YOUR TERMS FOR ALL DEPOSIT ACCOUNTS AND I AGREE TO BE BOUND BY THESE AGREEMENTS. IF INDICATED ABOVE I HAVE REQUESTED AN ATM OR DEBIT CARD. BY SIGNING BELOW, I AGREE TO THE ACCOUNT AGREEMENT AND I AUTHORIZE THE BANK TO RECOGNIZE THE SIGNATURE(S) BELOW FOR TRANSACTION OF BUSINESS ON THIS ACCOUNT.

AUTHORIZED SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

**Account Agreement**

For purposes of this Agreement, the words “you” and “your” refer to Customers, whether one or more, and the words “we,” “us,” and “our” refer to the financial institution referred to on the reverse side.

**Applicable Law-** This Agreement is controlled by the applicable laws and regulations of the United States and the state of Minnesota, including but not limited to, the Minnesota Uniform Commercial Code, and laws regulating transfers at death, and estate and other taxes. All deposits to and withdrawals from any account are subject to laws as well as the terms and provisions of this Agreement and any agreement executed along with this Agreement.

**Deposits-** You may make deposits in the account at any time we (including our automated teller machines) are open for business. Deposits other than cash shall be given credit according to Bank’s existing policies pertaining to funds availability. We are authorized to send checks or other items for collection to other banks, or through any channel or agent at our discretion. Such non-cash items and their proceeds may be forwarded to and handled by any Federal Reserve Bank in accordance with the Federal Reserve rules which apply to such transactions. We will not be liable for loss in transit or for negligence or default of other banks, agents, or sub-agents.

**Withdrawals-** Withdrawals may be written order, check, or other forms furnished by us. We may also, at our discretion, allow withdrawals from this account by use of automated teller machines. Bank reserves the right to at any time require at least seven (7) days’ written notice before each withdrawal or transfer from a Savings Account, Money Market Deposit Account or NOW Account. We may refuse any items where the signature(s) do not match the one(s) on this card.

**Fees-** This account may be subject to fees assessed by us from time to time. For consumer deposit accounts, such fees are disclosed in the Truth-in-Savings disclosure form(s) which you received. Except as prohibited by law, we may charge you and all costs of collection, including but not limited to, reasonable attorneys’ fees paid or incurred by us on account of such collection, whether or not suit is filed with respect thereto and as a result of any bankruptcy case being filed by or against you. Such charges may be charged directly to your account.

**Stop Payment-** If you request us to stop payment on any item, we must be furnished with the item’s exact amount, date, number, name of payee plus any other information Bank may request. Failure to provide us with same shall relieve us of any liability in the transaction. Additional limitations on our obligation to stop payment are governed by applicable law. You agree to reimburse us for any expenses or losses that might occur. You must make requests within regular business hours, and these requests are subject to applicable law and the terms on the forms used for such purposes. We must have a reasonable time to act on your request before our established cut-off time. We will honor a stop payment request by 1) any person who signed the item; or 2) any other person if they have an equal or greater right to withdraw from this account than the person who signed the particular item. Only the person who requested a stop payment may release it.

**Set-Off-** By signing this form you each agree that we may (without prior notice and when permitted by law) set-off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. This right of set-off does not apply to this account if ; (a) it is an IRA or a tax-deferred retirement account; or (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor’s right of withdrawal arises only in a representative capacity.

**Joint Accounts-** If Joint Account Customers have signed this Agreement, they agree and understand that they are the owners of this account as joint tenants with the right of survivorship and not as tenants in common, and upon the death of any one Customer, the money in this account shall become property of the survivor(s). If two or more Customers shall be the survivors, their interest shall continue to be as joint tenants with the right of survivorship. All sums presently or hereafter deposited in this account shall be the property of the Customers jointly and without regard to the contributions of any one Customer, and upon receipt of proper order, payable to any one of the Customers. This means that unless otherwise agreed to in writing, each Customer is treated as a full owner of all sums in this account regardless of the contributions of any Customer and we may accept withdrawal and other requests from any one customer individually. Each Customer (both individually and jointly is more than one Customer has signed this document) agrees to be liable for any deficits in the account, regardless of which Customer created such deficit.

**Resolutions-** Corporations, partnership, proprietorship, associations, and other organizations must provide us (at our request) with proper and up-to-date deposit and withdrawal authorization/resolutions.

**Bank Liability-** Our liability to you is limited to any action of failure to act in which we do not perform in good faith and exercise reasonable care.

**Statements-** Statements will be periodically prepared by us and mailed to you, using the address on the other side of this card, or you may call and claim the same within a reasonable time.

Lost statements become your responsibility. You must examine your statements and items with reasonable promptness after we send or make them available to you. If you find an unauthorized signature or alteration, you must notify us promptly, and in any event not later than 30 days from when we send you your statement or make items available to you. If you do not satisfy both of these requirements, then 1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and 2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice.

**Account Transfer-** This account may not be transferred or assigned without our written consent.

**Amendments and Termination-** We may amend the terms of this account at any time upon reasonable notice to you by posting notice of the changes in our building, enclosing notice in a statement for this account, or mailing notice to you. We may also close this account at any time by giving notice and mailing the account balance to you. Notice from us to any one of you is notice to all of you.

**Interpretation-** If any portion of this Agreement is deemed invalid, the remainder shall be considered legal and enforceable.

**Authorized Signer-** (Individual Accounts Only) – An authorized signer is someone you designate to conduct transactions on your behalf, but does not have any ownership or rights at death unless named as a Pay-on-Death or Revocable Trust beneficiary.

**Restrictive Legends-** We are not required to honor any restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

**USA Patriot Act-** We are required to verify the identity of all new customers, compare the names to lists of known or suspected terrorists and keep records of the process. New customers must provide us the following:

Name, Address (not a PO box), Date of Birth, Social Security or Tax ID Number, a Government issued Photo ID (driver’s license or passport)

**\*REQUIRED FOR EACH SIGNER\***

**ACCOUNT SIGNER INFORMATION SHEET  
(REQUIRED BY THE US PATRIOT ACT)**

FULL NAME \_\_\_\_\_ HOME PHONE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS OF RESIDENCE \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CURRENT EMPLOYER \_\_\_\_\_ PHONE \_\_\_\_\_

EMPLOYER ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SSN \_\_\_\_\_ GOV'T ISSUED I.D. \_\_\_\_\_ STATE \_\_\_\_\_  
Driver's License, State ID Card or Passport

Under Minnesota law any person applying a false statement with respect to this application is "Guilty of Perjury"

- 1) I have maintained a similar account at this or another institution in the last five years: YES \_\_\_\_\_ NO \_\_\_\_\_  
Name of financial institution \_\_\_\_\_
- 2) I have had a previous account closed by a financial institution without my consent within the past 36 months  
YES \_\_\_\_\_ NO \_\_\_\_\_ Reason for closure \_\_\_\_\_ Date \_\_\_\_\_
- 3) I have been convicted of a criminal offence involving a check within the last 60 months YES \_\_\_\_\_ NO \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Substitute Form W-9

Certification: Under penalties of perjury I certify that: The number shown on this form is my correct tax identification number and unless I have checked one of the boxes below, I am not subject to backup withholding either because I have not been notified by the internal revenue service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

\_\_\_\_\_ I am subject to backup withholding \_\_\_\_\_ I am exempt from backup withholding

SIGNATURE \_\_\_\_\_

Everything I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application. You are authorized to check my credit and employment history and to answer questions about your credit experience with me. I have received a copy of your terms for all deposit accounts and I agree to be bound by these agreements.

**Instructions:**

- 1) Attach a copy of your Driver's License, State issued ID Card or Passport with picture.
- 2) Your signature must be notarized if not signed in the presence of Bank of the Lakes personnel.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by

\_\_\_\_\_

\_\_\_\_\_ NOTARY PUBLIC

# CORPORATE AUTHORIZATION RESOLUTION

THIS IS TO CERTIFY: That at a meeting of the Board of Directors of:

\_\_\_\_\_  
(Insert name of corporation)

a corporation under the laws of the State of \_\_\_\_\_, duly held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolutions were adopted:

RESOLVED, That FIRST NATIONAL BANK OF THE LAKES is hereby designated as a depository for the funds of this corporation, and any officer or other person hereinafter named is hereby authorized for and on behalf of this corporation to open or continue an account or accounts with said Bank and to execute and deliver to said Bank signature card or cards supplied by said Bank containing specimen signatures of officers or other persons hereinafter named and assenting to said Bank's Rules and Regulations Governing Bank Accounts, and that any officer or other person hereinafter named is hereby authorized for and on behalf of this corporation to endorse or cause to be endorsed and to deposit or cause to be deposited in such account or accounts from time to time checks, drafts and other instruments and funds payable to or held by this corporation.

RESOLVED, That checks, drafts and other withdrawal orders and any and all other directions and instructions of any character with respect to funds of this corporation now or hereafter with said Bank may be signed by any \_\_\_\_\_ of the following: (Insert "one" or "two")

\_\_\_\_\_, Pres. \_\_\_\_\_, Sec.  
(signature) (signature)

\_\_\_\_\_, Vice Pres. \_\_\_\_\_, Treas.  
(signature) (signature)

and said Bank is hereby fully authorized to pay and charge to such account or accounts and checks, drafts and other withdrawal orders so signed, and to honor any directions to instructions so signed, whether or not payable to the individual order of or deposited to the individual account of or inuring to the individual benefit of any of the foregoing officers or persons.

RESOLVED, That any \_\_\_\_\_ of the following:  
(Insert "one" or "two")

\_\_\_\_\_, Pres. \_\_\_\_\_, Sec.  
(signature) (signature)

\_\_\_\_\_, Vice Pres. \_\_\_\_\_, Treas.  
(signature) (signature)

hereby is or are authorized, for and on behalf of this corporation, at any time or from time to time to borrow money from said Bank in such amounts, for such times, at such rate or rates of interest and upon such terms as he or they may see fit; to execute and deliver notes or other evidences of indebtedness of this corporation therefore, and extensions and renewals thereof; to sell, assign, transfer, mortgage, pledge or otherwise hypothecate to said Bank any bills receivable, accounts, contracts, warehouse receipts, bills of lading, stocks, bonds, chattels, real estate or other property of this corporation as security : to give guaranties and other undertakings to said Bank; to discount with said Bank bills receivable of this corporation and to authorize modifications and extensions with respect thereto and to waive demand, presentment, protest and notice of dishonor; and to do, authorize and agree to any and all other things at any time or from time to time in connection with any of the foregoing as he or they may deem appropriate.

RESOLVED, That said Bank shall be entitled to rely upon a certified copy of these resolutions until written notice of modification or rescission has been furnished to and received by said Bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation

This, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attest by any Director

(Affix Corporate Seal)