



Otero Federal Credit Union  
 P.O. Box 2800  
 Alamogordo, NM 88311-2800



# STOP PAYMENT REQUEST POSTDATED ITEM NOTICE

TYPE OF TRANSACTION	ITEM NUMBER/ IDENTIFIER	DATE OF ITEM/ TRANSFER	AMOUNT	PAYABLE TO	SERVICE FEE	MEMBER NO./ ACCOUNT NO.
<input type="checkbox"/> Draft/Check <input type="checkbox"/> Electronic Draft/Check Conversion Transaction <input type="checkbox"/> Single Preauthorized Electronic Fund Transfer <input type="checkbox"/> Recurring Preauthorized Electronic Fund Transfers		<input type="checkbox"/> Postdated Item	\$		\$ 25.00	

**1. ITEM DESCRIPTION.** I request the Credit Union to stop payment on the share draft or check (either referred to hereinafter as "item"), Preauthorized Electronic Fund Transfers (EFT), or Electronic Draft/Check Conversion Transaction described above. I warrant that the above description, including the date or scheduled transfer date, its exact amount, the item number, and payee are correct. I understand that the EXACT information is necessary for the Credit Union's computer to identify the item, transfer, or conversion transaction. If I give the Credit Union the incorrect amount or any other incorrect information, the Credit Union will not be responsible for failing to stop payment.

**2. ELECTRONIC DRAFT/CHECK CONVERSION TRANSACTION.** I understand that if I authorize the conversion of an item to an electronic transaction that it will be presented for payment electronically through automated clearinghouse (ACH) processes. Unless the box for Electronic Draft/Check Conversion Transaction located above in the "TYPE OF TRANSACTION" section is marked, I warrant that the item upon which I am requesting to stop payment is not an Electronic Draft/Check Conversion Transaction. I understand that the Credit Union will not stop payment on an item if it is processed as an Electronic Draft/Check Conversion Transaction and I have not indicated that above.

**3. PREAUTHORIZED ELECTRONIC FUND TRANSFERS.** I understand that a request to stop the payment of a single Preauthorized Electronic Fund Transfer will only apply to the transfer identified above. If I wish to stop recurring Preauthorized Electronic Fund Transfers, such requests will apply to all subsequent transfers, unless I withdraw the request.

**4. POSTDATED ITEMS.** If this is a Postdated Item Notice, as indicated above, I hereby request the Credit Union to stop payment on the item indicated above if presented for payment prior to the date of the item. This Postdated Item Notice is subject to all terms and conditions for Stop Payment Requests.

**5. STOP PAYMENT REQUESTS.** I agree that the Credit Union will not be responsible for stopping payment unless my Stop Payment Request is received by the Credit Union:

- within a reasonable time for the Credit Union to act on my request prior to final payment or similar action; or
- at least three (3) business days before the scheduled date of a Preauthorized Electronic Fund Transfer.

I understand that my Stop Payment Request is conditional and subject to the Credit Union's verification that the item has not already been paid or that some other action to pay the item has not been taken. I further understand that my Stop Payment Request will be subject to the following limitations: a) an oral stop payment request (if permitted by the Credit Union) is effective for a period of 14 days from the date of this request; b) for share drafts or checks, a written 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 in writing for additional periods; and c) for Electronic Draft/Check Conversion Transactions or Preauthorized Electronic Fund Transfers a written request remains in effect unless I withdraw the request. I also agree to notify the Credit Union promptly upon the issuance of any duplicate item which replaces the item subject to this request or upon return of the original item. I agree to pay the Credit Union a stop payment fee for each request as set forth above.

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

**7.** This Stop Payment Request is subject to the Uniform Commercial Code as adopted by the state where the Credit Union's main office is located, to automated clearinghouse rules, to other local clearinghouse rules and to the Electronic Fund Transfers Act, as applicable.

**REQUEST VERIFICATION/RENEWAL**

- Oral Request: (If permitted, automatically expires after 14 days.)
- Written Request: (Automatically expires after six (6) months unless renewed, for share drafts or checks only.)
- Renewal of Written Request: (Automatically expires after six (6) months unless renewed, for share drafts or checks only.)

Date of Initial Request:

Time Received:

X \_\_\_\_\_  
 Member Signature Date

X \_\_\_\_\_  
 Member Signature Date

X \_\_\_\_\_  
 Staff Signature Date

ACCOUNT OWNER(S) MAILING NAME AND ADDRESS: \_\_\_\_\_

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