

**HMW SPECIAL UTILITY DISTRICT  
PO BOX 837  
PINEHURST TX 77362  
Phone: 281-356-5060**

### **INSTRUCTIONS FOR ACH DEBIT FORM**

1. Read carefully Terms and conditions of Authorization for Payment through Customer Bank for ACH Direct Debit to HMW Special Utility District for monthly payments.
2. Complete and sign form **Authorization for Ongoing Payment Through Customer Bank Account**.
3. Include valid I.D. Proof of identification with full name, photograph and date of birth, by current Texas driver's license or identification certificate, current United States passport, foreign passport with current entry visa, current United States military identification, United States Citizenship Certificate or Certificate of Nationalization. Include a voided check or Automatic Payment Information from your banking institution.
4. Return original copy of above #1 and 2 with original signature. Return copy of I.D. #3.
5. Call HMW office if you have any questions.

**TERMS AND CONDITIONS OF AUTHORIZATION  
FOR PAYMENT THROUGH CUSTOMER BANK TO  
HMW SPECIAL UTILITY DISTRICT ("HMW")**

The undersigned HMW customer ("Customer") identified on this authorization for payment through the Customer's bank acknowledges and represents the following:

1. All of the information provided on the attached authorization for payment through the Customer's bank is correct and complete. HMW may verify the Customer's identity and other information provided as set forth in its Rate Tariff and Order ("Tariff").
2. HMW will use the authorization only for the purpose of paying amounts billed by HMW to the HMW customer account shown on the attached authorization.
3. By their agreement to provide and accept this authorization, neither HMW nor its Customer waive their respective rights and remedies under HMW's Tariff, the applicable Customer Service Agreement, or as otherwise provided by law.
4. HMW may reject and/or terminate the attached authorization at its discretion and at any time. In such event, HMW shall notify the Customer within ten (10) business days, by U.S. first class mail to the address on the attached authorization.
5. If a Customer authorized payment is declined by the Customer's bank, HMW may, at its sole discretion, attempt subsequent requests for payment thereby, attempt to contact the Customer, or treat the declined payment as a nonpayment of the amount presented, without further notice to the Customer, and act on such nonpayment as provided by the Tariff. If the attached authorization is for a single payment of a specified amount, no other amount shall be presented for payment at either the time of authorization or any subsequent time unless an additional authorization for payment of a different amount is provided to HMW.
6. If the attached authorization is for ongoing payments, HMW will present for payment the amount due and payable by the Customer on HMW's most current billing. Such presentation for payment will be made on the tenth (10<sup>th</sup>) day of each month, or the first business day thereafter, following HMW's mailing of billings to all of its customers. In addition, an authorization for ongoing payment shall be valid for use by HMW until (a) HMW terminates the authorization, or (b) the authorizing Customer terminates the attached authorization in writing and actually delivers such writing to HMW. In the latter event, HMW will not present any billed amount for payment from and after the business day that follows its actual receipt of the Customer's written termination of authorization. Any presentation for payment that occurred prior to such date shall be considered to be authorized.
7. **HMW MAKES NO REPRESENTATION OR WARRANTY TO THE CUSTOMER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, EXPRESSLY AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR SUITABILITY, TO CUSTOMER OR ANY OTHER PERSON, OF THE SERVICES PROVIDED BY HMW THAT ARE SUBJECT TO THIS AUTHORIZATION, OR OF ANY COMPUTER SOFTWARE PRODUCTS OR INTERNET DELIVERED CAPABILITIES USED TO PROVIDE SUCH SERVICES, OR AS TO THE SUITABILITY OF COMPATIBILITY OF HMW'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY THE CUSTOMER.**
8. I (We) have carefully reviewed the attached authorization for payment, including the above Terms and Conditions and the Release of Liability set forth below, and understand their contents and meaning.

**RELEASE OF LIABILITY**

For and in consideration of the acceptance by HMW Special Utility District ("HMW") of the attached authorization for single payment or ongoing payment through the referenced bank account, I (We) hereby release and shall indemnify HMW from and against all claims, liability, damages, and expenses, including attorney's fees, regardless of nature, and as to both the undersigned or any third party, under the laws of the United States or any state, that arise from the delivery of the attached authorization to HMW and/or HMW's acting thereon. This release and indemnification is general and unlimited, and includes but is not limited to rejection or termination of the authorization by HMW, failure of electronic technology and all other risks that arise from such authorization.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

\_\_\_\_\_  
Printed Name

**HMW SPECIAL UTILITY DISTRICT**

Please complete this form and the attached Terms and Conditions and Release to authorize HMW Special Utility District to charge your bank account for payment of services provided by HMW.

**Authorization for Ongoing Payment Through Customer Bank Account**

Name of HMW Customer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ HMW Account No.: \_\_\_\_\_

Customer Bank: \_\_\_\_\_ Bank Telephone No: \_\_\_\_\_

Customer Bank Account No. \_\_\_\_\_

Customer Bank Routing No. \_\_\_\_\_

**Authorization**

As the owner, co-owner or authorized signer on the bank account identified above, I hereby direct HMW to charge such account for the monthly and other amounts charged by HMW on the above HMW customer account. This authorization is ongoing, has no time limit and applies to all billings by HMW to the above customer account until the authorizing HMW Customer terminates this authorization as provided in the attached Terms and Conditions. I also accept such Terms and Conditions as a part of this authorization.

Authorization to draft specific amount: \$ \_\_\_\_\_

Authorization to draft balance due on HMW account.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

**Return the completed original form with original signature and a copy of a valid ID to:**

HMW Special Utility District  
Attn: Accounts Receivable  
P.O. Box 837  
Pinehurst, Texas 77362

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PO Box 837, Pinehurst, TX 77362  
Phone: 281-356-5060 Fax: 281-356-7667  
customerservice@hmw-sud.com