

# Deborah B. Langehennig

Chapter 13 Trustee, Western District of Texas/Austin Division

## AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS (ACH)

I hereby jointly and severally authorize Deborah B. Langehennig, Chapter 13 Trustee, (the "Trustee") to initiate debit entries to my account indicated (the "Bank Account") at the depository named below (the "Bank"). If necessary, credit entries may be made to initiate an adjustment entry for any entry made in error. By my signature below, I state that I have read and agree to be bound by the Rules of Participation of the Automatic Bank Draft Program and agree to obtain the permission of the United States Bankruptcy Court for the Western District of Texas, Austin Division, prior to asserting any challenge I may have to a credit or debit entry made by the Trustee pursuant to this Agreement.

This authorization will remain in effect until Trustee receives written notification from me of its termination in such time and in such a manner as to afford Trustee and Bank a reasonable opportunity to act on it; or until the dismissal, discharge or conversion of my proceeding under Chapter 13 of the United States Bankruptcy Code.

I, jointly and severally, agree to indemnify, protect and hold harmless the Trustee, her supervisors, agents, servants, employees, and all persons acting on behalf of the Trustee from any claim, liability or damages whatsoever, including, but not limited to, bank fees, court costs, attorneys' fees and interest, however caused, arising directly or indirectly out of the implementation, operation, interpretation or termination of this Agreement or any failure of or delay in any of the foregoing.

Name (1): Name (2):	Case #:
Address:	City:
State:	Zip Code:
Phone # (Home):	Phone # (Work/Cell):
Bank Name:	Address:
City:	State:
Zip Code:	Phone #:
Transit/ABA # (9 digits):	Account #:
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Draft Date: <input type="checkbox"/> 7 <sup>th</sup> of month <input type="checkbox"/> 17 <sup>th</sup> of month
Amount Per Month:    \$	Trustee is authorized to change this amount (increase or decrease) pursuant to applicable law, amended plan, plan modification or Order of Court without prior notice
Signature:	Date: ____/____/20__
Signature:	Date: ____/____/20__

*\*\*\*All parties to the Account designated above (the "Account Holders") must sign this Agreement, whether or not such party is a Debtor in Bankruptcy. By signing this Agreement, each Account Holder agrees to be individually bound by this Agreement.\*\*\**

IF THE DESIGNATED ACCOUNT IS A CHECKING ACCOUNT, PLEASE STAPLE A VOIDED CHECK HERE

IF A SAVINGS ACCOUNT IS BEING DESIGNATED, PLEASE CONTACT YOUR SAVINGS INSTITUTION AND OBTAIN AND ATTACH WRITTEN VERIFICATION OF THE PROPER TRANSIT/ABA #, THE PROPER ACCOUNT # AND THE NAMES OF ALL SIGNERS ON THE ACCOUNT.

Please mail original form to: Deborah B. Langehennig, Chapter 13 Trustee  
 ATTN: Finance Department  
 3801 Capital of Texas Hwy S., Ste. 320  
 Austin, TX 78704

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## RULES OF PARTICIPATION OF THE AUTOMATIC BANK DRAFT PROGRAM

- This program is intended only for debtors with income as to which a Third Party Payment Order cannot be effectuated, such as self-employed debtors, debtors receiving social security and disability income, or as to whom the Court has excused the requirement for a Third Party Payment Order.
- Bank Account Holder(s) must request to participate by completing the Authorization Agreement for Preauthorized Payments (ACH) (hereinafter, "Agreement") and returning the signed Agreement to the Trustee. *Agreements that are incomplete or are not signed by all Account Holders cannot and will not be implemented by the Trustee.*
- The Trustee reserves the right to deny this privilege to any person(s).
- There may be a delay in the implementation of this Agreement from the time of receipt of this Agreement by the Trustee. You understand and agree that you must make all Plan Payments that come due prior to the implementation of this Agreement by cashier's check or money order mailed to the Trustee's lockbox.
- You may choose either the 7<sup>th</sup> or the 17<sup>th</sup> day of the month for your payment to be debited, regardless of your actual Plan payment due date. Should the 7<sup>th</sup> or the 17<sup>th</sup> of the month fall on a bank holiday or on a weekend, the Bank Account will be debited on the first business day thereafter.
- The amount to be withdrawn must be stated as a monthly amount. If this Agreement or any Court Order states a payment frequency other than monthly, the Trustee is authorized to convert the specified amount and frequency into the equivalent monthly amount for purposes of ACH withdrawals.
- The Trustee may choose to hold funds withdrawn for a sufficient time to ensure that the transfer is valid. Disbursement of the funds in your case may be delayed as a result.
- If your Plan Payment amount changes for any reason (such as variable Plan Payments, or an increase/decrease by Court Order,) you will notify the Trustee in writing not later than the 1<sup>st</sup> day of the month in which the change in payment amount is to take place. By signing this Agreement, you authorize the Trustee to increase (or reduce) the amount deducted from your Bank Account each month in accordance with the requirements of your Plan or Order of the Bankruptcy Court.
- If your Bank Account number changes, or if you change banks or bank account, you will notify the Trustee in writing not later than the 1<sup>st</sup> day of the month that the change affects the ACH withdrawal, and you must submit a new Agreement to the Trustee. If your Bank fails to honor the ACH withdrawal for any reason, the Trustee may terminate this Agreement without prior notice.
- It is your responsibility to ensure that there are sufficient funds in the Bank Account to cover the Plan Payment and the funds. The Trustee may terminate this Agreement without prior notice if the Bank Account contains insufficient funds to permit any withdrawal to occur. If this Agreement is terminated, it is your responsibility to continue to make your Plan Payments to the Chapter 13 Trustee's lockbox in the form of certified check or money order.
- You authorize the Trustee to initiate credits to the Bank Account, to adjust any entry made in error to the Bank Account.
- You have the right to terminate this Agreement at any time upon written notice signed by an Account Holder. The Authorization for Termination form is available on the Trustee's website, [www.ch13austin.com](http://www.ch13austin.com).
- Should you choose to terminate this Agreement, at least one party to the Bank Account must sign the Authorization for Termination form.

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- If you terminate this Agreement, the Trustee shall have a reasonable time after receipt of notice within which to effectuate the termination. You agree to indemnify and hold Trustee, her supervisors, agents, servants, employees, and all persons acting on behalf of the Trustee, harmless from any claim, liability or damages whatsoever, including, but not limited to, bank fees, court costs, attorneys' fees and interest, resulting from or incurred at any time prior to the Trustee's effectuation of your request for termination of this Agreement.
- You will be notified in writing by the Trustee if this service is terminated. Upon receipt of Notice of Termination, you must make all future plan payments by cashier's check or money order mailed to the Trustee's lockbox.
- The Trustee reserves the right to amend these rules at any time without prior notice.
- By signing the Authorization Agreement for Preauthorized Payments (ACH), you agree to be bound by these Rules of Participation of the Automatic Bank Draft Program, and agree to obtain the permission of the United States Bankruptcy Court for the Western District of Texas, Austin Division, prior to asserting any challenge that you may have to a credit or debit entry made by the Trustee pursuant to the Authorization Agreement for Preauthorized Payments (ACH).