



189 Ballston Avenue
Saratoga Springs, NY 12866
518.583.2323
SaratogaFederal.com

Authorization Designation

BUSINESS/ORGANIZATION NAME	MEMBER/ACCOUNT NUMBER
LOCATION OF PRINCIPAL OFFICE	STATE OF ORGANIZATION
The Type of Business/Organization for the above named entity is indicated on the Business Account Card. The Authorized Person(s) certify the selection is accurate and agree to provide updates or corrections, if necessary.	
The following authorization(s) is (are) attached to and is (are) a part of this document:	
<input type="checkbox"/> Authorization for Share/Deposit Accounts	<input type="checkbox"/> Authorization for Borrowing
Dated:	Dated:

Instructions:

- If the Business/Organization is organized as a corporation, execute **Adoption by Vote of Governing Persons** OR **Adoption by Unanimous Written Consent of Governing Persons** section.
- If the Business/Organization is organized as a sole proprietorship, partnership, limited liability company or other non-corporate type of entity, execute **Adoption by Unanimous Written Consent of Governing Persons** section.

ADOPTION BY VOTE OF GOVERNING PERSONS

The undersigned certifies that he/she is the custodian of the corporate seal (if any) and of the minutes and records of the above named Business/Organization and has been authorized and directed to certify to the Credit Union that the following attached documents are true and correct copies of resolutions and agreements duly adopted by a vote of the governing members of the Business/Organization in accordance with the law and, as applicable, the Articles of Incorporation, Operating Agreement, Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed. The undersigned further certifies that all of the information provided above is true.

Signature	Date
X	(Seal)

Name (print):

Title:

ADOPTION BY UNANIMOUS WRITTEN CONSENT OF GOVERNING PERSONS

The undersigned adopt on behalf of the Business/Organization the following attached resolutions and agree to all actions directed therein. The death or withdrawal of any person signed below shall not constitute a revocation of any authority granted by such resolutions until the Credit Union is notified in writing of such death and the extent of any resulting revocation. Furthermore, the undersigned certify(ies) that he/she/they constitute(s) all of the persons vested with authority to make decisions on behalf of the Business/Organization and that no person with decision-making authority has been omitted; that they are authorized to adopt resolutions by unanimous written consent; that all of the information provided above is true; that the attached are true and correct copies of resolutions adopted by this unanimous written consent; that adoption of these resolutions is in accordance with the law and, as applicable, the Articles of Incorporation or Organization, Operating Agreement Bylaws or Code of Regulations, Partnership Agreement, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed.

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

AUTHORIZATION FOR SHARE/DEPOSIT ACCOUNTS

WHEREAS on this _____ day of _____, _____, it has been determined that it is in the best interest of the Business/Organization to establish a membership in and depository relationship with _____ ("Credit Union"); and

WHEREAS Business/Organization has considered the terms of the Business Membership and Account Agreement governing accounts established at the Credit Union;

NOW, THEREFORE, BE IT RESOLVED AND AGREED, that the Credit Union is hereby designated as a depository of funds belonging to the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the person(s) designated below as an Authorized Person(s) has (have) the authority to establish a depository relationship with the Credit Union and may, from time to time, open one or more share or deposit account(s) of any type. It is distinctly agreed and understood that the designated Authorized Person(s) is (are) vested with all power and authority described for an Authorized Person in the Business Membership and Account Agreement.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, of any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any authority granted by the Business Membership and Account Agreement until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments and disbursements made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that when a signature is required to exercise the authority described in the Business Membership and Account Agreement, the signature of an Authorized Person with respect to share or deposit accounts must appear on the appropriate document.

AUTHORIZED PERSON(S) FOR SHARE/DEPOSIT ACCOUNTS

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

BE IT FURTHER RESOLVED AND AGREED, that as noted below, this Authorization for Share/Deposit Accounts:

- ☐ Is the first Authorization for Share/Deposit Accounts presented to the Credit Union.
- ☐ Expressly revokes and replaces any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.
- ☐ Supplements any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.

(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Share/Deposit Accounts that may be on file.)

AUTHORIZATION FOR BORROWING

WHEREAS on this _____ day of _____, _____, it has been determined that it is in the best interest of the Business/Organization to establish a borrowing relationship with _____ ("Credit Union")

NOW, THEREFORE, BE IT RESOLVED AND AGREED, that the following person(s) is (are) designated as an Authorized Person and is (are) authorized to do the following:

- 1) Obtain loans of any kind from time to time from the Credit Union;
- 2) Sign notes and credit agreements evidencing loans received from the Credit Union at such rates and terms as may be required by the Credit Union and as deemed proper by the Authorized Person(s);
- 3) Pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible, or intangible personal property, or any other assets of the Business/Organization for the purpose of securing loans and credit extended by the Credit Union to the Business/Organization or to guarantee and/or secure indebtedness of others to the Credit Union, and may execute and deliver to the Credit Union security agreements, assignments, mortgages, hypothecations, agreements not to encumber and other agreements, which may contain any promises, warranties, representations, terms and conditions the Authorized Person(s) deems proper, and may execute any document or perform any act for the purpose of perfecting a security interest including delivering property into the Credit Union's possession as well as withdrawing and substituting such property from time to time;
- 4) Endorse or assign with or without recourse and deliver to the Credit Union for negotiation, discount, deposit, application to loan balances or for collateral purposes, notes, drafts, checks, certificates of deposit, acceptances, chattel paper, accounts, commercial and other business paper, now owned or hereafter acquired by the Business/Organization;
- 5) Execute and deliver to the Credit Union applications, agreements and other instruments the Credit Union requires for the issuance of letters of credit for the benefit of and to be held by the Business/Organization;
- 6) Make any and all other contracts, agreements, stipulations, and orders which the Authorized Person's may deem advisable for the effective exercise of their powers; and
- 7) Request advances and authorize payments for the Corporation under a line of credit and to execute and deliver any documents necessary to carry out this provision.

BE IT FURTHER RESOLVED AND AGREED:

Improper Endorsement. Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by the Authorized Person may be returned to the Business/Organization by the Credit Union. Credit Union, in its sole discretion, alternatively may endorse on behalf of the Business/Organization any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Credit Union shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

Prior Endorsements. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Business/Organization.

Signatures. The Credit Union shall be indemnified and held harmless by the Business/Organization for any claims, expenses, damages or attorney fees resulting from the honoring of any signature, authorized by this Authorization Designation, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Credit Union. The Credit Union shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Person and shall be indemnified and held harmless by the Business/Organization for any claims, expenses, damages or attorney fees resulting from their use.

Notification of Changes. Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

Warranty. Credit Union may rely upon the certification as to the authority of the Business/Organization to execute this Authorization Designation and make the representations in this Authorization Designation.

Facsimile Signatures. Credit Union shall be entitled to honor and charge the Business/Organization for all such negotiable instruments, checks, drafts, or other orders for payment of money drawn in the name of the Business/Organization on its regular accounts/share accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means facsimile signatures or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resemble the specimens duly certified to or filed with the Credit Union for any of the named Authorized Person(s) regardless of whether any misuse is with or without the negligence of the Business/Organization. The Business/Organization agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which it is affixed is solely that of the Business/Organization.

AUTHORIZED PERSON(S) FOR BORROWING

By signing below, I certify to Credit Union that: I am a duly elected or appointed Authorized Person(s) whose name is accurately presented below. The Business/Organization is properly organized under and validly existing under the laws of . The Resolutions contained herein are in force and effect and have not been amended or rescinded. Provided below are the correct titles, names, and signatures of the persons authorized to exercise the powers provided in this Authorization Designation including the power and authority to make this certification and to execute this Authorization Designation.

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):

Title:

BE IT FURTHER RESOLVED AND AGREED, that as noted below, this Authorization for Borrowing:

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- ☐ Expressly revokes and replaces any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.
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