

**STOP PAYMENT REQUEST**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Account Name** | | | **Check Signed By (Maker)** | | |
|  | | |  | | |
| **Account Number** | **Check Number** | **Range of Checks** | **Check Date** | **Payable To (Payee)** | |
|  |  | **From #**  **To #** |  |  | |
| **Replacement Issued?** | **Replacement**  **Number** | **Date of Replacement Check** | **Amount** | **Stop ACH Payment \*** | |
| **Circle answer**  **Yes No** |  |  |  | **One-time ACH**  **Recurring ACH** | Attach Written Statement of Unauthorized Debit |
| **Recurring ACH Stop:**  The account holder authorized \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) to originate one or more ACH entries to debit funds from the above account, 1) but on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, revoked that authorization by notifying \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) in the manner specified in the authorization; or 2) will be notifying \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ in the manner specified in the authorization. | | | | | |
| **Reason for stop payment:**  Lost Check | | | | | |

1. **Item Description.** I/We hereby order you to stop payment on the check identified above. I/We warrant that the information describing the check is accurate and correct, including the date, amount, and number of the check, together with the name of the payee. I/We understand that the EXACT amount of the check is necessary for your computer to stop payment. If I/we give you the incorrect amount or any other incorrect information, you will not be responsible for failing to stop payment on the check.

2. **Agreement.** Capital Bank and the undersigned hereby agree to abide by the rules and regulations (as outlined in the Uniform Commercial Code or other applicable commercial laws) governing Stop-Payment Orders. I/We agree that unless my/our stop payment order is received by you within a reasonable time for you to act on my/our order prior to final payment of the check by you, you will not be responsible for stopping payment. I/We agree that I/we may not stop payment on any cashier's check, certified check or other official institution check I/we have purchased from you; or any check of which you have guaranteed. I/We understand that my/our stop payment request is conditional and subject to your verification that the check has not already been paid or that some other action to pay the check has not been taken by you.

3. **Duration.** Oral Stop Payment Orders (including by phone) are binding for 14 CALENDAR DAYS ONLY, unless the Undersigned confirms the order with a signature (on the proper form) within the 14 day period. A stop payment order is effective only against the check or ACH payment that is identified above. **A written stop payment order on checks are effective for six (6) months only) and will expire automatically at that time unless I/we have specifically renewed it in writing prior to expiration.**

4. **Stop Payments of ACH/Electronic Check Items Affecting Consumer Accounts:** The stop payment will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the Receiver, or (2) the Return of the debit Entry, or where a stop payment order is applied to more than one debit Entry under a specific authorization involving a specific Originator, the Return of all such debit Entries. See Subsection 3.7.1.4 of the NACHA Operating Rules & Guidelines.

5. **Fees.** I/We agree to pay a service charge for this stop payment order in the amount shown in your current disclosure of fees and charges. Unless otherwise agreed, you are authorized to charge this service charge to the Account identified above.

6. **Indemnification.** I/We agree to indemnify, defend and hold you harmless against all costs, including attorneys' fees, actions, damages or claims related to, or arising from, your action in refusing payment of the check, including claims of any joint depositor, payee, endorsee or any other party having an interest in the check, or in failing to stop payment of a check as a result of incorrect information provided by me/us. I/We also agree to notify you promptly upon the issuance of any duplicate check which replaces the check subject to this order or upon return of the original check. **Method of request receipt:** **oral**  **written**  **online**

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS STATED ABOVE. I FURTHER DEPOSE AND STATE THAT THE TRANSACTION(S) DESCRIBED ABOVE WAS NOT ORIGINATED WITH FRAUDULENT INTENT BY ME OR ANY PERSON ACTING IN CONCERT WITH ME AND THAT THE SIGNATURE BELOW IS MY OWN PROPER SIGNATURE.

**CUSTOMER:**

**\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signer Date Authorized Signer Date**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bank Use Only** | | | | |
| **Date** | **Time** | **Fee** | **Expiration** | **Entered on System By:** |

Last Revised: 01/23/18