



## **Corporation / Partnership Application Packet**

Thank you for choosing David's Financial as your commercial check casher provider. We will strive to make your experience with us courteous and efficient. We will go the extra step to cash your check.

The New York State Banking Department requires that we gather certain information from our customers. This information is completely confidential and is only available for inspection by the NYS Banking Department.

Please complete all information in this packet and notarize as needed. For your convenience many of our locations offer notary services, please call for more information.



**APPLICATION AND AGREEMENT FOR COMMERCIAL CHECK CASHING ACCOUNT**

Name of Company: \_\_\_\_\_

Form of organization (check one)       Corporation                       Limited Liability Company  
 Partnership

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

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

Name of Contact Person: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Bank Account Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Reason check cashing Services needed \_\_\_\_\_

Estimated monthly dollar amount of checks to be cashed:      \$ \_\_\_\_\_

Please provide the following information with this application:

1. Executed Resolution Granting Authority to Cash Company Checks (attached)
2. Appropriate Affidavit authorizing individual to cash checks made in the company name. The affidavit must be signed by the corporate officers and / or shareholders (attached)
3. **As Appropriate** - By-Laws, Operating Agreement, Partnership Agreement or equivalent.
4. **As appropriate** - New York State Division of Corporation Certificate of Incorporation and State Records Receipt. Articles of Organization, Certificate of Registration or equivalent.
5. Internal Revenue Service letter assigning the Entity an EIN.



The undersigned, on behalf of the above-named company ( \_\_\_\_\_ ) ("Company") hereby requests a commercial check cashing account with David's Check Cashing ("David's"). The account will be used for the above purposes only, and will not be used to avoid or circumvent any financial reporting requirements, conceal the nature or volume of business being conducted by the Company or for any illegal purposes of any kind.

In consideration for the check cashing services provided by David's to the Company, the Company assumes the responsibility and indemnifies David's for any loss (a "Loss") arising from the non-payment of any check cashed with David's for any reason whatsoever. The Company agrees to promptly reimburse David's for the full face amount of the check plus all expenses and reasonable attorney's fees incurred in connection with collection of such check and/or the amount of the loss to be reimbursed.

Further, the undersigned guarantor ("Guarantor") hereby, if more than one, jointly and severally, unconditionally and irrevocably guaranty to David's, its successors and assigns, the full and prompt payment of each and every check and any Loss and all expenses and reasonable attorney's fees incurred in connection with the collection of such check and/or the amount of the Loss to be reimbursed. The obligations of each Guarantor are absolute, unconditional and irrevocable and David's shall not be required prior to enforcing its rights to pursue or exhaust any remedies against any other party. David's may at its option, proceed against the Guarantor (or any of them) in the first instance, by suit, action or otherwise to collect any monies, the payment of which is guaranteed hereby, without first proceeding against any other party and without first resorting to any security or collateral or to any other remedies or at the same or different times, as David's may deem advisable. Each Guarantor hereby waive(s) (a) notice of, and acknowledge(s) due notice of, acceptance of this guaranty by David's; (b) notice of, and acknowledge(s) due notice of, the reliance of David's on this guaranty; and (c) demand for payment from the Company or any person indebted in any manner on or for any of the liabilities or obligations hereby guaranteed. This guaranty shall continue to be in full force and be binding upon each Guarantor and the estate(s) of each Guarantor notwithstanding the death of (any of) the Guarantors or any other party liable upon or in respect of any obligation hereby guaranteed; (any one or more of) the Guarantors, or any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of any Guarantor not so released. Each Guarantor hereby represent(s) and warrant(s) that there are no judgments existing against him (or any of them) in any court, that he is (they are) now solvent. Each Guarantor certifies that all information is true and correct and each Guarantor hereby personally guarantees the obligations set forth in the Agreement. Each Guarantor hereby authorizes David's, its agents, processors, attorneys, servicers, successors and/or assigns to examine his (their) credit history and to initiate a credit check.

The undersigned attests that the information provided herein is true and accurate, and hereby authorizes David's Check Cashing to conduct any reasonable background investigations or credit inquiries, contact bank account officer, provided herein, or take any other steps it deems necessary in order to satisfy itself that the Company qualifies for a Commercial Check Cashing Account with David's.



The undersigned have entered into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Company:** \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Title: \_\_\_\_\_

**David's Check Cashing, Inc.**  
Print Name: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Title: \_\_\_\_\_

### Affix Corporate Seal

GUARANTOR:  
Print Name: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Address: \_\_\_\_\_  
SS#: \_\_\_\_\_

GUARANTOR:  
Print Name: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Address: \_\_\_\_\_  
SS# \_\_\_\_\_



## Resolution Authorizing Cashing of Checks Payable to the Company

\_\_\_\_\_ (hereafter, "Company")

- Form of Organization (check one)
- Corporation
  - Limited Liability Company
  - Partnership (Limited or Limited Liability)

I, \_\_\_\_\_, do hereby certify that I am a duly appointed and authorized representative of the Company acting in a capacity authorized by the by-law or other appropriate organizing agreement of the Company; that I'm the custodian of the business records of the Company; and that a meeting of the appropriate directors, owners or such representatives of the Company and in accordance with the Company's organizing agreement the following resolution was duly adopted.

Resolved:

1- Each of the following individuals named below in the capacity shown below is a designated signatory on behalf of the Company with respects to checks issue by to Company or payable to the Company and which checks are negotiated by David's, and such signatory is authorized to endorse checks made payable to the Company and to cash, and to receive cash in exchange for such checks, at any David's Check Cashing location.

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|                    |                  |
|--------------------|------------------|
| Name of Individual | Title (Capacity) |
|--------------------|------------------|

2- That David's Financial Corp is authorizes to payout the proceeds of checks endorsed by any such Signatory in cash or other proceeds without limitation to amount, without inquiry as to circumstances of issue, negotiation or endorsement thereof, and without further inquiry or regard to authority of the person endorsing such checks

3- That David's Financial Corp shall not be in any manner whatsoever, responsible for or required to see to the application of any of the funds disbursed to the Signatories from the cashing of checks hereunder, and that all such transactions shall be conclusively presumed to be legally binding upon the Company.

4- That, in order to induce David's Financial Corp to act pursuant to the foregoing paragraphs, the Company hereby agrees as follows

- a- This resolution shall continue in force until revoked or modified by written notice actually received by David's Financial Corp., setting forth a certified resolution to that effect stated to have been duly authorized and adopted by the appropriate authority of the Company, and signed by one purporting to be acting in the appropriate capacity of the Company; provided, however, that such notice shall not be effective as to any exercise of power prior to the receipt thereof, or as to any checks cashed on or prior to the date of such notice, and David's Financial Corp is authorized to rely on the last communication received by it, so authenticated, as to any resolution of the Company or as to the person or persons who may be Signatories of the Company, or as to their respective specimen signatures and/or to any other Company matters, and David's Financial Corp. shall be held harmless in such reliance, even though such resolution may have been changed or rescinded.
  
- b- That David's Financial Corp need not recognize a claim of authority which conflicts with a claim of authority of which David's Financial Corp has had prior notice, unless the person asserting such subsequent claim shall produce an appropriate restraining order, injunction or other appropriate process against David's Financial Corp from a court of competent jurisdiction requiring David's Financial Corp to so act.
  
- c- The Company shall utilize the check cashing services offered by David's Check Cashing only for the legal business purpose(s) disclosed in this Application for a Commercial Check Cashing Account, and shall not utilize such services to avoid reporting income to federal, state or municipal agencies, or to engage in any money laundering scheme, or to avoid Bank Secrecy Act or U.S.A. Patriot Act (as those Acts are defined in federal law) reporting requirements.

I further certify that the above resolution have not been altered, amended, or rescinded and are now in full force and effect.

I do hereby certify that the names and that the genuine signatures of the present Signatories of the Company are as follows:

Name (Print)

Specimen Signature (sign)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This resolution is effective until ordered otherwise pursuant to further resolution of the Board of Directors of \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of

said of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Name of Company)

(Corporate Seal)

\_\_\_\_\_

Signature

Title:

Company Federal Tax payer EIN: \_\_\_\_\_

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**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_ (Name) \_\_\_\_\_ (title)  
of \_\_\_\_\_ (Company).

**MAKE OATH AND SAY:**

1. That I am an officer or director of \_\_\_\_\_ (Company), name in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.
3. I hereby authorize \_\_\_\_\_ as a person authorized to negotiate any check on behalf of \_\_\_\_\_ (Company).

SWORN BEFORE ME at the City of \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
A Commissioner for Oaths in and for \_\_\_\_\_



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**Limited Liability and Partnership  
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_ (Name), of \_\_\_\_\_ (Company),  
MAKE OATH AND SAY:

1. That I am an officer or director of \_\_\_\_\_ (Company), named  
in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate  
seal.

SWORN BEFORE ME at the City Of \_\_\_\_\_, in the \_\_\_\_\_ of  
\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
A Commissioner for Oaths in and For \_\_\_\_\_