



P.O. Box 246 Maumee, OH 43537 PHONE (419) 866-1910 FAX (419) 868-2933

# Legal Club of America Enrollment Form

## CLIENT INFORMATION

CLIENT \_\_\_\_\_ SOC SEC # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CLIENT \_\_\_\_\_ SOC SEC # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ BUSINESS PHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### CLIENT ACCOUNT INFORMATION/AGREEMENT

TYPE OF ACCOUNT: CHECKING ( ) SAVINGS ( ) CREDIT UNION ( )\*

ACCOUNT NAME(S) \_\_\_\_\_ ACCT # \_\_\_\_\_

BANK NAME \_\_\_\_\_ ABA RT# \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_ PHONE #(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**Please attach a VOIDED CHECK or DEPOSIT SLIP for account described above  
\*Your CREDIT UNION may not be draftable. Please Verify with CU.**

### AUTHORIZATION

The undersigned hereby authorizes the GEMCAP EQUITY MANAGEMENT, INC., or its assignees, to initiate debits to the account described above for the purpose of making payment for the membership into The Family Protection Plan® and/or The Small Business Legal Plan®. This fee goes directly to GEMCAP EQUITY MANAGEMENT, INC., as the marketing agent. This authorization will be in effect until terminated by the written notice of the undersigned to GEMCAP EQUITY MANAGEMENT, INC., or its assignees. Such notice should allow a reasonable time for the completion of required actions.

To the Banking Institution (Its successors and/or assigns) whose name and address are entered above:  
This document serves as notice that I (We) have authorized the GEMCAP EQUITY MANGAGEMENT, INC., or its assignees, to debit the above account for the purpose of collecting the fee for the services below. A copy of this authorization may be accepted as an original. I (we) also authorize that GEMCAP EQUITY MANGAGEMENT, INC., or its assignees, can obtain information on my account pertaining to this debit transaction. Thank you for your cooperation.

### Please Chose One Debit Option

There are three options for making debits for the Legal Club of America ® monthly fee. Please choose one and fill out the first debit date below.

#### MONTHLY DEBITS

\$ 19.95 The Family Protection Plan ® monthly fee (Circle if applicable)

\$ 24.95 Small Business Legal Plan ® monthly fee (Circle if applicable)

\$ \_\_\_\_\_ **Total authorized monthly debit**

The estimated date of the first debit is: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I would like my monthly debits to be on the 5<sup>th</sup> \_\_\_\_\_ 20<sup>th</sup> \_\_\_\_\_ or Last Friday of the month \_\_\_\_\_

The undersigned has read the terms and conditions as printed on this application (including sections 1 through 14 on the reverse side) and understands and agrees to these terms and conditions.

SIGNATURE \_\_\_\_\_ DATED \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATED \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Code: \_\_\_\_\_ DATED \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(PLEASE PRINT NAME)

**-INITIALS ON NEXT PAGE REQUIRED-**

# Terms and Conditions

1. The parties to this agreement are the GEMCAP EQUITY MANAGEMENT, INC.; its assignees, the individual or individuals listed on the application, and Legal Club of America®.
2. The services provided for the client by GEMCAP EQUITY MANAGEMENT, INC., or its assignees, will consist of the following:
  - A. Causing a charge to be made against the client's bank/deposit account. This charge will be indicated on the front of this document.
  - B. This payment goes to the seller of the service, GEMCAP EQUITY MANAGEMENT, INC, and is not transmitted to Legal Club of America.
  - C. The applicant will be enrolled in the corresponding Legal Club of America ® service.
3. Legal Club of America® administers the membership plan in whole. The client will receive a welcome packet, with details on full member benefits, within 45 days of enrollment. Legal Club of America® handles all membership benefits calls. The contact number will be listed in your welcome package.
4. The parties agree that the services by GEMCAP EQUITY MANAGEMENT, INC., or its assignees, on behalf of the client, listed above, will continue until the client cancels this agreement by providing the GEMCAP EQUITY MANAGEMENT, INC., or its assignees, with written 10-day notice or until the GEMCAP EQUITY MANAGEMENT, INC., or its assignees, cancel this agreement in accordance with paragraph 6 below. The client has the right to stop payment on any transfer by the bank or financial institution. However, any stop payment will result in termination.
5. The parties understand and agree that the cost of this Legal Club of America ® Family Protection Plan is \$19.95 per month and the cost of the Small Business Legal Plan is \$24.95 per month. This fee for either program covers benefits for the upcoming month.
6. GEMCAP EQUITY MANAGEMENT, INC., or its assignees, may terminate this agreement if:
  - A. The charge against the listed account is dishonored by the receiving institution due to insufficient funds three times in a 12-month period.
  - B. The listed deposit account is closed, or a stop payment order is issued against the charge.
7. If the receiving institution, because of insufficient funds in the client's deposit account with that institution returns a debit charge, a charge will accrue against the balance in the client's funds held by GEMCAP EQUITY MANAGEMENT, INC. This charge will be in accordance with current banking NSF charges. The insufficient fund's charge will be debited, from the client's account, approximately one week after the failed transaction. You can avoid this possibility by simply adding overdraft protection to your account through your bank.
8. Client agrees to indemnify and hold harmless the GEMCAP EQUITY MANAGEMENT, INC., or its assignees, service providers, and the bank in which the GEMCAP EQUITY MANAGEMENT, INC., or its assignees, against any claims, liabilities, attorney's fees, costs or penalties arising out of debiting the client's account, or under this Agreement, or which result from any event or circumstance outside the control of GEMCAP EQUITY MANAGEMENT, INC., or its assignees. In no event shall GEMCAP EQUITY MANAGEMENT, INC., or its assignees, be responsible for consequential, incidental, or third-party damages, even if GEMCAP EQUITY MANAGEMENT, INC., or its assignees, have been advised of the possibility of such damages occurring.
9. Client acknowledges that any charges assessed by the client's bank or financial institution on account of electronic transfers or insufficient funds are the client's responsibility.
10. Client assumes total responsibility to communicate to the GEMCAP EQUITY MANAGEMENT, INC., or its assignees, in writing any information that may affect the monthly payment of the client's loan, including, but not limited to:
  - A. Changes in the client's address and contact information.
  - B. Changes in the client's banking relationship.
11. Client warrants to GEMCAP EQUITY MANAGEMENT, INC., or its assignees, that all the information furnished by the client on the application is accurate and complete.
12. This agreement constitutes the entire agreement between the parties and may not be amended in whole or in part except by mutual agreement in writing signed by the parties.
13. The laws of the State of Ohio hereto shall govern this agreement and the rights of the parties. Any disputes arising under this agreement shall be adjudicated in a court of competent jurisdiction in Lucas County, Ohio.
14. A judicial determination that any provision of this agreement is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.

CLIENT'S INITIALS \_\_\_\_\_

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