

# Sole Proprietorship Resolution of Authority

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By:

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Proprietorship"*

I, \_\_\_\_\_, certify that I am the sole owner of the above named proprietorship,  
Federal Tax I.D. Number \_\_\_\_\_, engaged in business under the trade name of \_\_\_\_\_.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. _____	X _____	X _____
B. _____	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Proprietorship.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Proprietorship, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Proprietorship as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

**Limitations on Powers.** The following are the Proprietorship's express limitations on the powers granted under this resolution.

## Resolutions

As used in this agreement, "I" means the owner of the sole proprietorship designated in this resolution. The term "resolution" means this agreement or any other agreement granting authority to others to act on behalf of the Proprietorship. I warrant that I am the sole owner of the business whose trade name is designated on this resolution. If any other parties acquire an ownership interest in the business (for example if I were to include a partner in ownership or if I were to incorporate), or if the ownership is changed in any way and I do not notify the Financial Institution of that fact, I will remain fully liable personally in accordance with the terms of this resolution and any other agreements that I have signed. In consideration of the Financial Institution's acceptance of this account under the designated trade name, and/or for the purpose of cashing or negotiating checks, drafts or other negotiable instruments payable to the designated trade name, that I endorse in my name as owner, that are endorsed in the designated trade name, or by those authorized in this resolution as Agents, I agree that:

### The Proprietorship named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Proprietorship and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior agreements or resolutions adopted by the Proprietorship and certified to the Financial Institution as governing the operation of this proprietorship's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution or agreement must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Proprietorship. Any Agent, so long as they act in a representative capacity as an Agent of the Proprietorship, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Proprietorship with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) I agree to the terms and conditions of any account agreement, properly opened by any Agent of the Proprietorship. I authorize the Financial Institution, at any time, to charge the Proprietorship for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) I acknowledge and agree that the Financial Institution may furnish at its discretion automated access devices to Agents of the Proprietorship to facilitate those powers authorized by this resolution or other writings in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) I acknowledge and agree that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Proprietorship with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. I authorize each Agent to have custody of the Proprietorship's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Effect on Previous Resolutions.** This resolution supersedes resolution dated \_\_\_\_\_ . If not completed, all resolutions remain in effect.

### Certification of Authority

I further certify that the Proprietorship has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the person named who have full power and lawful authority to exercise the same.

In Witness Whereof I have subscribed my name to this document on \_\_\_\_\_ (date).

\_\_\_\_\_  
(Type Name of Proprietor)

### Optional Notarization

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

### For Financial Institution Use Only

Acknowledged and received on \_\_\_\_\_ (date) by \_\_\_\_\_ (initials)

☐ This resolution is superseded by resolution dated \_\_\_\_\_ .

**Comments:**