

## INDEMNITY AGREEMENT

### Request for Stop Payment order on check issued by ASU And Request for replacement check

1. I certify that on \_\_\_\_\_, 20\_\_\_\_, ASU issued a check, number \_\_\_\_\_, in the amount of \$\_\_\_\_\_ payable to \_\_\_\_\_ (“the check”).

2. To the best of my knowledge, the check described above has been

lost  stolen  damaged  destroyed (*please check one*)

I certify that I did not endorse the check and that I did not deliver it to any other payee for endorsement. I understand that ASU will not accept a request for stop payment and replacement of a check for any check that has been endorsed “in blank” (*e.g.*, signature only with no restriction such as FOR DEPOSIT ONLY or PAY ONLY TO) because such a check is considered a bearer instrument. I understand that if the check has been stolen, I must file a police report that contains my signature and I must present a complete copy of that report to ASU. If the check has been torn, mangled, or otherwise damaged, the original check must accompany this indemnity agreement.

3. I am requesting that ASU place a stop payment order on the check described above and issue me a replacement check. **I AGREE TO INDEMNIFY AND HOLD ASU, ITS SUCCESSORS OR ASSIGNEES, HARMLESS FROM ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, OR JUDGMENTS THAT MAY ARISE FROM OR RELATE TO THE CHECK AND THIS REQUEST TO STOP PAYMENT. FURTHER, I WILL FULLY REIMBURSE ASU FOR ANY EXPENSES IT MAY INCUR IN ORDERING A STOP PAYMENT OF THE CHECK OR IN ISSUING A DUPLICATE WHILE THE ORIGINAL IS STILL OUTSTANDING, INCLUDING ANY ATTORNEY’S FEES.**

- *I authorize Student Accounts to issue a stop payment on the check listed below and I understand that there is a \$20.00 fee for student account refunds that must be reissued.*

4. If ASU is unable to stop payment on the check and is obligated (as determined solely by ASU in the exercise of reasonable discretion) to pay a holder who presents the check to ASU or its bank for payment, I agree to promptly pay ASU within five (5) business days of notice (verbal or written) the full amount the check together with all costs and expenses that ASU may incur relating to the check and the order to stop payment. If I fail to promptly pay ASU within five business days of notice, ASU may:

- Decline to permit me to register for future classes at ASU, place a hold on any release of my transcripts, and hold on any diplomas that I might earn;
- File reports concerning the check and this Agreement with law enforcement agencies, report to credit rating services, credit collection agencies and attorneys concerning this indemnity agreement, the requests made herein and the facts upon which this request is made; and/or
- Refer of this matter to the appropriate ASU office(s) for disciplinary action on behalf of ASU.

5. If I find the check, I will mark the face of the check “VOID” and then promptly return the check to ASU for cancellation and destruction.

6. I understand that ASU is not required to accept this request for stop payment and issuance of a replacement check. ASU may, in its sole discretion, decline to stop payment on the check and it may decline to issue a replacement check.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
ASU ID Number

\* *Please verify current address is updated on My ASU for timely delivery*