



Where People Make The Difference.

Zero Balance Services Terms and Agreement

AGREEMENT made as of this 29th day of July 2009, between NORTHWEST SAVINGS BANK ("Bank") and Warren County School District ("Customer").

Northwest Savings Bank will provide you (the "Customer") with zero balance services (the "Service") in accordance with the provisions set forth in this Terms and Agreement. By signing the applicable account documentation or by using or continuing to use the Service, the Customer agrees to these Service Terms.

Each Zero Balance Account (as described below) shall be opened and maintained in accordance with the Banks's account documentation.

Funding Account ("Master Account")

Customer will establish with Bank a designated Master Account for the purpose of funding any Zero Balance Accounts ("Sub-Accounts") included in the Service. Customer authorizes Bank to debit the Master Account for the total amount of the items presented against any Sub-Accounts and transfer promptly such amount(s). Customer will maintain sufficient available funds in the Master Account to cover items presented for payment. Bank shall have no obligation to transfer funds or process items for payment unless there are sufficient available funds in the Master Account. The Bank is authorized to debit the Master Account for any obligations owed directly or indirectly on the Sub-Account(s). The Bank shall not be liable for failure to pay any item presented for payment against any sub-account due to insufficient funds in the Master Account.

Zero Balance Account ("Sub-Account")

A Sub-Account(s) will be established and be linked to the Master Account. Such Sub-Account(s) may have an established target balance of zero or other designated amount. Any deposits and or credits processed to the Sub-Account(s) will be moved promptly to the Master Account.

Termination

The Bank may immediately terminate, without prior notice to the Customer, the Service to a stand-alone demand deposit account in the event of deterioration of the financial condition of the Customer.

Schedule A: The parties have completed Schedule A attached hereto which lists the following information:

- (a) Funding (Master Account)
- (b) Sub-Account(s)
- (d) Account fees

Operation:

In accordance with the information set forth on the Schedule A on each business day, Bank will process all transactions in Customer's Account (including all linked accounts if desired), posting all debits and credits and utilizing all collected funds as follows:

- (a) Any available funds will first be used to pay items presented that day.
- (b) Satisfy target balance (see schedule A).

SCHEDULE A

Master Account Number	Sub-Account Number	Target Balance
1026019206 (General Fund)	1026051704 (Payroll)	

Target Balance

The established minimum available collected balance to be maintained in the Sub-Account. This balance is subject to change based upon account activity, earnings credit rate adjustments, and/or item charge adjustments.

Zero Balance Fees

\$30.00 Master Account Monthly

\$12.00 Sub-Account Monthly

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Bank and the Customer as of the day first written above.

NORTHWEST SAVINGS BANK

By: _____

Printed Name: James A. Higgins

Title: Business Services Advisor

CUSTOMER NAME:

Printed Name:

Title:

Printed Name:

Title:

_____: