



# MOUNTAIN WEST IRA

## RECORD KEEPING ACCOUNT STARTER KIT

13905 W. Wainwright Dr.  
Boise, ID 83713  
P: (866) 377-3311 | F: (208) 376-4567



# RECORD KEEPING ACCOUNT APPLICATION

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**INTERNAL USE ONLY:**Retirement Account Administrator: Mountain West IRA, Inc.

Client account number: \_\_\_\_\_

*An account number will be assigned by the administrator and mailed to you.***1. PARTICIPANT INFORMATION**

<b>Date of birth (M/D/Y):</b>	<b>Social Security Number (Required):</b>	<b>Email Address:</b>
	- -	

 Mr.  Ms.  Mrs.  Dr. Name: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY (Required): \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTY (Required): \_\_\_\_\_

**2. CONTACT INFORMATION**

Home Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Marital Status:  Single  Married (see Consent of Spouse)  Widowed/Divorced

Occupation (Required): \_\_\_\_\_ Title (Required): \_\_\_\_\_

(If retired, please list previous occupation)

**3. NOTIFICATIONS**

<b>Would you like to review your statements online?</b>	<b>Would you like to receive email notifications of changes to your account?</b>
<input type="checkbox"/> YES <input type="checkbox"/> NO (\$15 Paper Statement Fee Applies)	<input type="checkbox"/> YES <input type="checkbox"/> NO

**4. BUSINESS TYPE**

<i>This business is a:</i>	<i>This account is being established for:</i>	
Sole Proprietorship	Sole Proprietor	Spouse
Partnership or form thereof	Common Law Employee (other than owner(s))	Partner
Corporation or form thereof		Participant



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## 5. FEE SCHEDULE

### 1. ACCOUNT INFORMATION

Your Name: \_\_\_\_\_ Account No.: \_\_\_\_\_ Email: \_\_\_\_\_

### 2. ACCOUNT ESTABLISHMENT FEE

#### \$50 One-time account establishment fee, per account.

Fee is due when application is received. New accounts that do not fund within thirty (30) days may be closed at Administrator's discretion.

### 3. RECORDKEEPING FEES *(Please choose one)*

#### OPTION ONE: Based on Number of Assets

Billed upon initial funding, quarterly thereafter.

#### **\$85 Per Quarter, Per Asset and / or Liability**

- \$537.50 Maximum Quarterly Fee
- Liabilities include non-recourse loans
- \$30 / quarter if ONLY cash is held in the account

#### Asset Transaction Processing Fees

Purchase, Sale, or Re-Registration of Asset\* and / or Liability:

- Real Estate: **\$150**
- Non-Real Estate: **\$95**

Purchase, sale, and re-registration of asset fees\* are charged at time transaction is processed.

\*Re-registration of asset fees do not apply to incoming assets.

*Recordkeeping fees are not pro-rated and are non-refundable.*

#### OPTION TWO: Based on Total Account Value

Billed upon first asset purchase, annually thereafter.

*(\$30 / quarter until first asset is purchased)*

Total Market Value	Annual Fee
\$1 - \$9,999.99	\$200
\$10,000 - \$14,999.99	\$225
\$15,000 - \$29,999.99	\$275
\$30,000 - \$44,999.99	\$375
\$45,000 - \$59,999.99	\$475
\$60,000 - \$89,999.99	\$550
\$90,000 - \$124,999.99	\$700
\$125,000 - \$174,999.99	\$900
\$175,000 - \$249,999.99	\$1,100
\$250,000 - \$399,999.99	\$1,430
\$400,000 - \$499,999.99	\$1,650
\$500,000 - \$599,999.99	\$1,730
\$600,000 - \$749,999.99	\$1,850
\$750,000 +	\$2,150 (Maximum)

#### Asset Transaction Processing Fees

Purchase, Sale, or Re-Registration of Asset and / or Liability:

- Real Estate: **\$0**
- Non-Real Estate: **\$0**

*Recordkeeping fees are not pro-rated and are non-refundable.*

### 4. SERVICE FEES

ACH / Check <i>(Outgoing)</i>	<b>\$5</b>	Internal Transfer	<b>\$50</b>
Cashier's Check <i>(Or other official bank check)</i>	<b>\$20</b>	Notary	<b>FREE</b>
Certified Mail	<b>\$10</b>	Overnight Mail	<b>\$50</b>
Contribution <sup>1</sup>	<b>FREE</b>	Paper Statement <i>(Electronic statement no charge)</i>	<b>\$15 / quarter</b>
Distribution - Cash <sup>1</sup>	<b>FREE</b>	Returned Item	<b>\$35</b>
Exchange of Non-Real Estate Asset	<b>\$95</b>	Roth Conversion / Re-characterization	<b>\$50</b>
Exchange of Real Estate Asset	<b>\$150</b>	Special Service & Legal Research	<b>\$150 / hour</b>
Expedited ACH / Check or Distribution Processing	<b>\$25</b>	Stop Payment Request	<b>\$35</b>
Expedited Investment Processing	<b>\$95</b>	Termination of Account - Complete <sup>1,2</sup>	<b>\$150</b>
Fair Market Valuation Acquired by MWIRA	<b>\$100</b>	Transfer - Outgoing Partial <sup>1,2</sup>	<b>\$95</b>
Fee Option Change	<b>\$50</b>	Wire Transfer <i>(Domestic - Incoming / Outgoing)</i>	<b>\$25</b>
Individual (k) Plan Document <i>(Per Plan EIN)</i>	<b>\$300 / year</b>	Wire Transfer <i>(International - Incoming / Outgoing)</i>	<b>\$75</b>
In-Kind Distribution / In-Kind Transfer <sup>1,2</sup>	<b>\$95</b>		

1 ACH, check or wire fees may apply  
2 Re-registration of asset fees may apply



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5. FEE SCHEDULE

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5. FEE PAYMENT METHOD

All ongoing fees will be paid via the selected payment method below. (Please choose one)

CREDIT CARD

(Complete CC info - All major credit cards accepted)

FUND FROM ACCOUNT

CHECK

Credit Card Number: Exp. Date:

Exact Name on Card: Security Code:

Billing Address: City: ZIP:

Signature:

CHARGE CREDIT CARD FOR ACCOUNT ESTABLISHMENT FEE

Please indicate the payment method you wish to use to pay ongoing fees in the box to the left.

BILL THIRD PARTY - Name of Third Party:

Phone No.: Email:

Address: City: State: ZIP:

Third party must be pre-arranged through Mountain West IRA. Although investment sponsors or financial advisors may offer to pay your fees, you, the account holder, are personally responsible for payment of all fees.

6. DISCLOSURE & SIGNATURE

Recordkeeping Fees: Recordkeeping fees are not pro-rated or refundable upon account closing and are normally withdrawn from your undirected funds unless you submit payment before the due date by check, credit, or debit card.

Late Fees: When recordkeeping fees are not paid within thirty (30) days a late fee will be assessed. Option One late fee: \$25 each unpaid quarter; Option Two late fee: \$75 each unpaid year.

Re-Registration of Asset Fees: If your account is on the Option One fee structure, you will be charged an asset re-registration fee each time an asset is transferred into or out of your Mountain West IRA account.

Fair Market Valuation Acquired by MWIRA Fees: Mountain West IRA (MWIRA) requires you to submit a Fair Market Valuation Form (FMV) with supporting valuation documents every twelve (12) months for each non-cash asset held in your account.

Failure to Pay Fees: Mountain West IRA reserves the right to collect fees not paid within thirty (30) days from your account, regardless of your elected payment method.

Minimum Cash Balance: Mountain West IRA requires all accounts that do not have a credit card on file to maintain a minimum \$500 cash balance to cover administrative fees that may occur.

Account Termination: When you terminate and close your account, you agree to pay a termination fee of \$150, all outstanding fees owed, plus applicable asset re-registration and / or service fees for each asset that is sold, distributed, transferred, or resigned on.

You agree and direct Mountain West IRA that your undirected cash is placed in government insured instruments, including FDIC insured banks, unless we are otherwise directed by you.

Mountain West IRA reserves the right to adjust the Fee Schedule at any time and agrees to provide you with notice through email thirty (30) days in advance of the effective change (if an email address was not provided, notice will be sen by U.S. mail).

Account Holder's Signature: Date:



6. EMPLOYER SPONSORED PLAN ACCOUNT AGREEMENT (ESPAA)

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I, \_\_\_\_\_ am a participant in the \_\_\_\_\_ (name of employer plan)

and I am establishing the following type of account \_\_\_\_\_ (account type).

I understand the terms of the agreement, the responsibilities defined in all the documents and disclosures I have received and I acknowledge receipt of all the information as follows. I have selected Mountain West IRA, Inc. as Record Keeper to perform record-keeping under this agreement.

Roles and Responsibilities:

Mountain West IRA, Inc. will provide the following:

- Statements regarding the status of the account.
• Copy of Fee Disclosure
• Account Application – The application allowing Mountain West IRA to establish an investment and record keeping account

NOTE: Mountain West IRA, Inc. WILL NOT provide Plan Establishment Documents or tax, legal or investment advice.

The Employer shall have established and continue to maintain a qualified retirement plan that permits self-direction and describes the permitted investment options.

- The employer will provide a copy of the qualified plan to Mountain West IRA, Inc.
• The employer will provide the name and contact information for the Employer and the Plan Administrator:

Plan Administrator: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Employer Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Assets in the Account:

Asset vesting shall be in the name of \_\_\_\_\_ (Trustee name and Plan name)

FBO \_\_\_\_\_ (Plan participant, if individual direction is permitted))

Signatures:

\_\_\_\_\_, Date: \_\_\_\_\_ (Signature of Participant)

\_\_\_\_\_, Date: \_\_\_\_\_ (Signature of Employer or Employer Representative)

\_\_\_\_\_, Date: \_\_\_\_\_ (Signature of Plan Administrator)

\_\_\_\_\_, Date: \_\_\_\_\_ (Signature of Mountain West IRA, Inc. Representative)

## 7. RECORD KEEPING ACCOUNT APPLICATION SIGNATURE PAGE

**Appointment:** I appoint Mountain West IRA, Inc. to be the Record Keeper for the self-directed investments in my retirement account. Written direction shall be construed so as to include facsimile signature. The account is established for the exclusive benefit of the account holder or his/her beneficiaries.

**Adequate Information:** I understand that I have received a copy of the Fee Disclosure. I understand that the terms and conditions, which apply to this account, are contained in this document. I agree to be bound by those terms and conditions.

**Responsibility for Tax Consequences:** I assume all responsibility for any tax consequences and penalties that may result from making contributions to, transactions with and distributions from my Account. I am authorized and of legal age to establish this Account and make investment purchases permitted under the provisions of the Employer's Plan Agreement. I assume complete responsibility for:

- 1) Determining that I am eligible for an Account transaction that I direct the Record Keeper to make on my behalf;
- 2) Insuring that all contributions I make are within the limits set forth by the tax laws;
- 3) The tax consequences of any contribution (including rollover contributions and distributions).

I certify under penalties of perjury:

- 1) that I have provided you with my correct Social Security or Tax I.D. Number; and
- 2) that I am not subject to backup withholding because: a) I am exempt from backup withholding; or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or c) the IRS has notified me that I am no longer subject to backup withholding. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Except as described above, we will not release information about you to others unless you or a representative whom you have authorized in writing have consented or asked us to do so, or we are required by law or other regulatory authority. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. Until such time as I change or revoke the designation, I hereby instruct the Record Keeper to follow the investment directions which I provide regarding investing and reinvesting the principal and interest, as confirmed by direction letters to Record Keeper from the undersigned, for the above-referenced Account. You are authorized to accept written direction and/or verbal direction which is subsequently confirmed in writing by the authorized party, Administrator, or by the undersigned. Written direction shall be construed so as to include facsimile signature.

The account is established for the exclusive benefit of the Account holder or his/her beneficiaries. In taking action based on this authorization, Record Keeper may act solely on the written instruction, designation or representation of the Account holder. I expressly certify that I take complete responsibility for the type of investment instrument(s) with which I choose to fund my Account. I agree to release, indemnify, defend and hold the Record Keeper harmless from any claims, including, but not limited to, actions, liabilities, losses, penalties, fines and/or third party claims, arising out of my account and/or in connection with any action taken in reliance upon my written instructions, designations and representations, or in the exercise of any right, power or duty of Record Keeper, its agents or assigns. Record Keeper may deduct from the account any amounts to which they are entitled to the reimbursement under the foregoing hold harmless provision. Record Keeper has no responsibility or fiduciary role whatever related to or in connection with the account in taking any action related to any purchase, sale or exchange instructed by the undersigned or the undersigned's agents, including but not limited to suitability, compliance with any state or federal law or regulation, income or expense, or preservation of capital or income. For purposes of this paragraph, the term Record Keeper includes Mountain West IRA, Inc., its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In the event of claims by others related to my account and/or investment wherein Record Keeper is named as a party, Record Keeper shall have the full and

unequivocal right at their sole discretion to select their own attorneys to represent them in such litigation and deduct from my account any amounts to pay for any costs

and expenses, including, but not limited to, all attorneys' fees, and costs and internal costs (collectively "Litigation Costs"), incurred by Record Keeper in the defense of such claims and/or litigation. If there are insufficient funds in my account to cover the Litigation Costs incurred by Record Keeper, on demand by Record Keeper, I will promptly reimburse Record Keeper the outstanding balance of the Litigation Costs. If I fail to promptly reimburse the Litigation Costs, Record Keeper shall have the full and unequivocal right to freeze my assets, liquidate my assets, and/or initiate legal action in order to obtain full reimbursement of the Litigation Costs. I also understand and agree that the Record Keeper will not be responsible to take any action should there be any default with regard to this investment. I understand that no one at the Record Keeper has authority to agree to anything different than my foregoing understandings of the Record Keeper's policy. For purposes of this paragraph, the term Record Keeper includes Mountain West IRA, Inc., its agents, assigns, joint ventures, licensees, franchises, affiliates and/or business partners.

In executing transfers, it is understood and agreed that I will not hold Record Keeper liable or responsible for anything done or omitted in the administration, custody or investments of the account prior to the date they shall complete their respective acceptance as successor administrator and shall be in possession of all of the assets, nor shall they have any duty or responsibility to inquire into or take any action with respect to any acts performed by the prior Custodian, or Administrator.

**Important Information for Opening a New Account:** To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number.

**Our Privacy Policy:** You have chosen to do business with the Record Keeper named on your account application. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

**Information We May Collect:** We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

**Information We May Share:** We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Record Keeper have agreed to the Record Keeper's confidentiality and security policies. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

**Confidentiality and Security:** We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Record Keeper reserves the right to revise this notice and will notify you of any changes in advance. If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this application.

### SIGNATURE

I acknowledge receipt of a signed Fee Schedule and receipt of the attached Account Agreement and Disclosure and agree to abide by their terms as currently in effect or as they may be amended from time to time. I understand that failure to submit a signed Fee Schedule will result in fees "based on value of asset" (See Fee Schedule).

I declare that I have examined this document, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete. I acknowledge I have read the Fee disclosure, the Employer Sponsored Plan Account Agreement and abide by their terms as currently in effect or as they may be amended from time to time. PLEASE PRINT, SIGN AND MAIL THIS FORM TO THE MOUNTAIN WEST IRA, INC. ADDRESS LISTED ON THIS APPLICATION.

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_