



DIRECTION OF INVESTMENT REAL ESTATE

13905 W. Wainwright Dr.
Boise, ID 83713
Phone: (866) 377-3311
Fax: (208) 376-4567

Note: All investment paperwork must be titled in the name of your account. For example:

"Mountain West IRA, Inc. FBO (Account Holder's Name) IRA"

If you have a 401(k) account, please call our office for correct vesting.

A. ACCOUNT INFORMATION		
Your Name:		Account No.:
Address:		Email:
SSN:	Birth Date:	Phone:
B. INVESTMENT DETAILS		
B1. Property Address or Legal Description:		B2. Contract Price: \$
B3. Will Your Account Own Less Than 100%? ☐ Yes ☐ No		If YES, percentage of ownership: _____ %
B4. Earnest Money: \$ _____ Make Payable to: _____ Address: _____		☐ Cashier's Check ☐ Check ☐ Wire (attach wire instructions) Sent By: ☐ Regular Mail ☐ Overnight Mail ☐ Will Pick Up
B5. Who Is Closing The Transaction? ☐ Title Company ☐ Attorney ☐ Seller Contact information: Name: _____ Phone: _____ Email: _____		
B6. Projected Closing Date:		B7. HUD Property ☐ Yes ☐ No
B8. Closing Funding Instructions: ☐ Cashier's Check ☐ Wire (attach wire instructions) Make Payable to: _____ Address: _____ City: _____ State: _____ ZIP: _____		
B9. Will There Be a Loan Against The Property? ☐ Yes ☐ No (If YES, complete Payment Authorization Letter) Name of Lender: _____ Address: _____ Phone: _____ Email: _____		



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C. AUTHORIZATION

I confirm that I am directing Mountain West IRA, Inc., Administrator, to complete this transaction as specified above. I understand that my account is self-directed, and I take complete responsibility for any investment I choose for my account, including the investment specified in this Direction of Investment. I understand that neither the Administrator nor the Custodian (Empire Trust, Inc.) sells or endorses any investment products, and that they are not affiliated in any way with any investment provider. I understand that the roles of Administrator and Custodian are limited, and their responsibilities do not include investment selection for my account. I acknowledge that neither the Administrator nor the Custodian has provided or assumed responsibility for any tax, legal, or investment advice with respect to this investment, and I agree that they will not be liable for any loss which results from my decision to purchase the investment. I understand that neither the Administrator nor the Custodian has reviewed or will review the merits, legitimacy, appropriateness or suitability of this investment, and I certify that I have done my own due diligence investigation prior to instructing the Administrator to make this investment for my account. I understand that neither the Administrator nor the Custodian determines whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws. I understand that it is my responsibility to review any investments to ensure compliance with the requirements.

I understand that in processing the transaction the Administrator and the Custodian are only acting as my agent, and nothing will be construed as conferring fiduciary status on either the Administrator or the Custodian. I agree that the Administrator and the Custodian will not be liable for any investment losses sustained by me or my account as a result of this transaction. I agree to indemnify and hold harmless the Administrator and the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) and any loss to my account as a result of any action taken in connection with this investment transaction or resulting from serving as the Administrator or the Custodian for this investment, including, without limitation, claims, damages, liability, actions, and losses asserted by me.

I understand that if this Direction of Investment and any accompanying documentation are not received as required, or, if received, are unclear in the opinion of the Administrator, or if there is insufficient Undirected Cash in my account to fully comply with my instructions to purchase the investment and to pay all fees, the Administrator may not process this transaction until proper documentation and/or clarification is received, and the Administrator will have no liability for loss of income or appreciation.

I understand that my account is subject to the provisions of Internal Revenue Code (IRC) §4975, which defines certain prohibited transactions. I acknowledge that neither the Administrator nor the Custodian has made or will make any determination as to whether this investment is prohibited under §4975 or under any other federal, state or local law. I certify that making this investment will not constitute a prohibited transaction and that it complies with all application federal, state, and local laws, regulations, and requirements.

I understand that my account is subject to the provisions of IRC §§511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. If this investment generates UBTI, I understand that I will be responsible for preparing or having prepared the required IRS Form 990-T tax return and any other documents that may be required. I understand that neither the Administrator nor the Custodian makes any determination of whether or not investments in my account generate UBTI.

I understand that the assets in my account are required by the IRS to be valued annually. I agree to provide the current value of this investment every 12 months on a form provided by the Administrator, with substantiation attached to support the value provided

I understand that with some types of accounts there are rules for Required Minimum Distributions (RMDs) from the account. If I am now subject to the RMD rules in my account, or if I will become subject to those rules during the term of this investment, I represent that I have verified either that the investment will provide income or distributions sufficient to cover each RMD, or that there are assets in my account or in other accounts that are sufficiently liquid (including cash) from which I will be able to withdraw my RMDs. I understand that failure to take RMDs may result in a tax penalty of 50% of the amount I should have withdrawn.

I understand that all communication regarding this transaction must be in writing and must be signed by me or by my authorized agent on my behalf, and that no oral communication of my instructions will be valid.

I understand that neither the Administrator nor the Custodian bears or assumes any responsibility to notify me to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on this investment or on any property which serves as collateral for this investment. I acknowledge and agree that it is my sole responsibility to decide what insurance is necessary or appropriate for investments in my account, and to direct the Administrator in writing (on a form prescribed by the Administrator) to pay the premiums for any such insurance.

I further understand that neither the Administrator nor the Custodian is responsible for notification or payment of any real estate taxes, homeowners association dues, utilities or other charges with respect to this investment unless I specifically direct the Administrator to pay these amounts in writing (on a form prescribed by the Administrator), and sufficient funds are available to pay these amounts from my account. I acknowledge that it is my responsibility to provide to the Administrator or to ensure that the Administrator has received any and all bills for insurance, taxes, homeowner's dues, utilities or other amounts due for this investment. Furthermore, I agree that it is my responsibility to determine that payments have been made by reviewing my account statements.

I understand that no person at the office of the Administrator or the Custodian has the authority to modify any of the foregoing provisions. I certify that I have examined the Direction of Investment and any accompanying documents or information, and to the best of my knowledge and belief, it is all true, correct, and complete.

AUTHORIZED BY (check one):

☐ Account Holder

☐ Limited Power of Attorney

Signature

Date



13905 W. Wainwright Dr.
Boise, ID 83713
Phone: (208) 314-2750
Fax: (208) 376-4567
Email: Maintenance@MWIRA.com

PAYMENT AUTHORIZATION LETTER

Fields marked with an * are required.

1. ACCOUNT INFORMATION

Account Holder's Name*:

Account Number:

2. EXPENSE INFORMATION*

I hereby authorize and direct the Administrator and/or Custodian to make the following recurring payments for my account:

☐ Check to Approve Expenses for All Assets

☐ Check to Approve All Invoiced Expenses

OR

Asset Description/Property Address: _____ Ownership Percentage: _____

Check for Select Expenses: ☐ HOA Dues ☐ Mortgage ☐ Repairs/Improvements ☐ Utilities ☐ Property Taxes
☐ Insurance ☐ Other (Please specify): _____

Payments for IRA asset-related bills are made within 3 business days of receipt. *Mortgage payments are typically processed between the 19th and 22nd of the month before the monthly payment is due, unless alternate written instructions are submitted by the account holder.

3. PAYMENT INFORMATION

The checked expense types will be paid upon receipt of invoice. Invoices should be submitted to our Asset Maintenance Department at Maintenance@mwira.com for processing. Payment will be issued according to the invoice. If the required payment information is not included on the invoice, we will reach out to confirm payment information. Verbal Verification is required for payments of \$2,000.00 or more. Verbal verification is required for Property Tax Payments of \$3,000.00 or more.

4. DELIVERY INSTRUCTIONS

Payment is issued via check and mailed regular mail after our three business day processing time. If payment should be issued via wire or ACH, please reach out to our Asset Maintenance Department to provide the necessary information.

5. SIGNATURE & ACKNOWLEDGMENT

I understand that my account is self-directed and that the Administrator and/or Custodian will not review the merits, legitimacy, appropriateness and/or suitability of any investment in general, including, but not limited to, any investigation and/or due diligence prior to selling any investment, or in connection with my account in particular. I acknowledge that I have not requested that the Administrator and/or Custodian provide, and the Administrator and/or Custodian have not provided any advice with respect to the investment set forth in this Payment Authorization Letter. I understand that it is my responsibility to conduct all due diligence, including, but not limited to, search concerning the validity of the title, and all other investigation that a reasonably prudent investor would undertake prior to making any investment. I understand that neither the Administrator nor the Custodian determine whether this investment is acceptable under the Employee Retirement Income Securities Act (ERISA), the Internal Revenue Code (IRC), or any applicable federal, state, or local laws, including securities laws.

I understand that it is my responsibility to review any investments to ensure compliance with these requirements. I understand that no one at Mountain West IRA, Inc. or any of its licensees has authority to agree to anything different than my foregoing understandings of Mountain West IRA, Inc. policy. I understand that the administrator is not a fiduciary for my accounts as such term is defined in the Internal Revenue Code, ERISA, or any applicable federal, state, or local laws. I agree to release, indemnify, defend and hold administrator or custodian harmless from any claims arising out of this investment, including, but not limited to claims that an investment is not prudent, proper, diversified, or otherwise in compliance with ERISA, the IRC, or any other applicable federal, state or local laws. I also understand and agree that the administrator will not be responsible to take any action should there be any default with regard to this investment.

I am directing the Administrator and/or Custodian to complete this transaction as specified above. I confirm that the decision to pay for this asset is in accordance with the rules of my account, and I agree to hold harmless and without liability the Administrator and/or Custodian of my account under the foregoing hold harmless provision. I understand that no one at Administrator and/or Custodian has authority to agree to anything different than my foregoing understandings of Administrator's and/or Custodian's policy. If any provision of this Payment Authorization Letter is found to be illegal, invalid, void, or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect. For purposes of this Payment Authorization Letter, the terms Administrator and/or Custodian include Mountain West IRA, Inc., its agents, assigns, joint ventures, licensees, franchisees, affiliates, and/or business partners. 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.

Payments will not be processed if the account has insufficient funds. If fees are being deducted from your account, the full payment amount plus applicable fees must be available before the transaction will be processed.

Signature*: _____ Date*: _____

Please read the disclosure above the signature line before signing and dating.

PAYMENT AUTHORIZATION LETTERS (PALs) EXPIRE ONE YEAR FROM THE DATE SIGNED.



The Dos and Don'ts of Real Estate in Your IRA

1. The property is deeded and recorded in the name of your IRA; therefore the IRA is the owner.
2. All expenses associated with the property, i.e. repairs and maintenance, HOA dues, property taxes, etc. must be paid from IRA funds.
3. If you are utilizing the services of a Property Management Company the account must be set up in the name of your IRA with our custodial tax id for rental income reporting.
4. All income generated from the property must be deposited and credited to your IRA account. An IRA owner may then take a distribution from their IRA if they choose.
5. There can be no co-mingling of IRA funds and your personal funds. Your IRA may not "reimburse" you personally for an invoice paid with personal funds. This becomes a taxable distribution.
6. All invoices, bills, etc. accompanied by our Payment Authorization Letter must be sent to our office for payment from IRA funds.
7. All mortgages on property in an IRA must be paid from IRA funds and processed through our office. Property management companies may not pay mortgages.
8. We cannot accept cash from an IRA owner or their tenant/borrower for any income payments to be credited to the IRA. All income must be in the form of a check, money order, cashier's check or wire.
9. IRA owners cannot accept cash for rent and in turn purchase a money order or cashier's check to send to their IRA. This is considered a contribution.
10. IRA owners may not allow outstanding expenses associated with a property to become delinquent resulting in a lien against the property. This includes but is not limited to property taxes, HOA or POA dues, mortgages, etc.

Client signature as "Read and Understood"



Form 990-T

Exempt Organization Business Income Tax Return

I, the undersigned, understand and agree that a Form 990-T must be filed for my IRA account in which I have invested in a leveraged/mortgaged income producing property or a business. The purpose of which is to report unrelated debt financed income or unrelated business income.

IRA Owner: _____ Account #: _____
Printed Name

IRA Owner: _____ Date: _____
Signature