

LEGAL RECORDS
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated _____, is made between SHARON R. BOCK, Clerk and Comptroller of Palm Beach County, (the "Clerk") and _____ (the "Customer").

WHEREAS, the Clerk provides various services for fees and costs as prescribed by Florida Statute;

WHEREAS, the Customer and the customer's employees and/or agents require the services of the Clerk's office; and

WHEREAS, the Customer and Clerk have sought an efficient and effective means of obtaining such services;

NOW, THEREFORE, the Clerk and the Customer agree as follows:

1. A non-interest bearing escrow account shall be established for payment of charges, costs and fees incurred by Customer.
2. The Customer shall deposit funds into the escrow account to be drawn upon by the Customer's Authorized Users for payment of Clerk's fees, charges and costs.
3. An executed Agreement with a User Authorization/Change Form (Exhibit "A" attached hereto) and the initial escrow deposit must be submitted to the Clerk's office in order to establish an account. The Clerk shall notify the Customer of the establishment and availability of the escrow account by written transmittal of the escrow account number to the Customer's address as indicated in this Agreement.
4. The Customer shall designate a Principal Agency Representative and an Alternate Agency Representative. The Agency Head as well as the Principal and the Alternate Agency Representatives shall be responsible for establishing and maintaining the list of "Authorized Users." Authorized Users are persons designated and specifically authorized by the Customer to use the escrow account. The Customer, through the Agency Head, Principal or Alternate Agency Representative, may designate up to (5) five Authorized Users by completing the User Authorization/Change Form (attached hereto as Exhibit "A").
5. It is the Customer's sole responsibility to maintain the privacy of the assigned escrow account assigned to the Customer. The Clerk is not responsible for any unauthorized usage of the escrow account. It is the Customer's sole responsibility to notify the Clerk of any modification to the list of Authorized Users by sending a written request to the Clerk using the User Authorization/Change Form attached hereto as Exhibit "A." The Form must be signed by the Agency Head, Principal or Alternate Agency Representative. A written confirmation of modification will be sent to Customer upon update of the authorized users list. The modification is not complete until the Customer receives the

written confirmation. The Customer may call the Clerk to obtain expedited confirmation as appropriate.

6. All escrow transactions require a completed Transaction Request Form. The Transaction Request Form shall be submitted to the appropriate Clerk department for processing.
7. The Customer shall designate a minimum escrow account balance. The Clerk will send a written notification to the Customer, at the address indicated herein, if the Customer's account is equal to or less than _____. The escrow account may be replenished at any time with a deposit by cash, check or money order. The Customer may mail or deliver the deposit to the Accounting Department or the appropriate operational department. The Customer will receive monthly escrow account activity statements.
8. The Customer shall maintain adequate funds in its escrow account to ensure timely processing of service transactions. If the Customer's escrow account balance is insufficient to process a transaction request, the Customer will be notified and the transaction request will not be completed until sufficient funds are received.
9. If the Customer desires to close its escrow account, the Customer must provide written notice to the Clerk signed by the Agency Head, Principal or Alternate Agency Representative. The notice must indicate the Customer name and the escrow account number to be closed. Upon receipt of such notice, the Clerk will close the escrow account and forward any remaining balance in the escrow account to the Customer.
10. The Clerk retains the right to close any escrow account at any time in its sole discretion. The customer shall be given at least 14 days written notice of closing. Upon closing, any remaining balance in the escrow account will be returned to the customer at the address listed herein.
11. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
12. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the Clerk shall be entitled to recover reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses (including taxes), even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Venue for such action will be Palm Beach County, Florida.

EXHIBIT "A"

**DESIGNATION OF PRINCIPAL
AND
ALTERNATE AGENCY REPRESENTATIVE**

The undersigned customer, _____ [Print Name of Agency] by and through its Agency Head, hereby designates the following persons as authorized Agency Representatives:

Principal Authorized Representative

Print Name of Principal Representative

Alternate Authorized Representative

Print Name of Alternate Authorized Representative

Done and executed this _____ day of _____, 200__.

Agency Head Printed Name

Agency Head Signature