

OFFICIAL 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 Representative and an Alternate Representative. The Customer as well as the Principal Representative 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 designated Principal Representative, may designate 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 Customer or Principal 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 written confirmation.

6. All escrow transactions require a completed [Recording Transmittal Form](#).
7. 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 Recording 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 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 Customer, Principal or Alternate 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.

13. The Clerk and the Customer agree by mutual consent to use Alternative Dispute Resolution (ADR) to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. If either party refuses an offer for ADR, that party shall inform the other party in writing of the reason(s) for such refusal. If ADR is used, an agreement should be reached by the parties on the alternative procedures and terms to be used in lieu of formal litigation and participation in the process shall include officials of both parties who have the authority to resolve the issue in controversy.

14. The Customer is aware that this agreement and any subsequent transaction request(s) is subject to Florida Statutes Chapter 119 (Florida's Public Records Act).

15. The Clerk and the Customer agree that this Agreement sets forth the entire agreement between the Clerk and the Customer, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both the Clerk and the Customer.

CUSTOMER

BY: _____

Printed Name	Signature	Date
[Address]	[City, State, Zip]	
[Phone Number]	[E-Mail Address]	

SHARON R. BOCK,
CLERK AND COMPTROLLER

BY: _____
DEPUTY CLERK

Send written notifications to Clerk at:

Clerk and Comptroller Recording
Department
PO BOX 4177
West Palm Beach, FL 33402
Attn: Records & Escrow
Specialist (561) 355-2408
COCREC93@mypalmbeachclerk.com

EXHIBIT "A"

USER AUTHORIZATION (CHANGE) FORM

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

Principal Agency Representative

Print Name of Principal Agency Representative

Authorized Representative

Signature of Alternate Authorized Representative

Print Name of Alternate Authorized Representative

Done and executed this _____ day of _____, 20__.

Agency Head Printed Name

Agency Head Signature