

ESCROW AGREEMENT

THIS **ESCROW AGREEMENT** (the "Agreement") dated _____, is made between, Erie County Clerk (the "Clerk") and _____ (the "Customer").

WHEREAS, the Clerk provides various services for fees and costs as prescribed by New York statute and Erie County law;

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

WHEREAS, the Customer and the 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 primarily for payment of charges, costs, and fees incurred by Customer; as a courtesy, payment overages may be deposited by Clerk. Any account established pursuant to the provisions of this Agreement shall exist for a minimum of two (2) months and shall not be terminated within that time period by Customer. However, any request for a refund shall be deemed a request for refund of the entire balance of the account and shall, in addition, be deemed a request to close the account. No partial refunds will be made. In the event that an account is closed under such circumstances, Clerk shall not establish a separate and new account except after a period of three months. Clerk reserves the right to close an account for any reason at any time.
2. The Customer shall deposit funds into and maintain a balance in the escrow account to be drawn upon by the Customer for payment of Clerk's fees, charges, and costs.
3. An executed Agreement and the initial escrow deposit of \$250 (Two Hundred Fifty Dollars) 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. 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.
5. The receipt of the transaction shall be the record of the deposit, refund, or amounts paid when depositing money to the account or recording or filing documents, or obtaining copies from the Clerk.
6. 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 and deposited.
7. The escrow account may be replenished at any time with a deposit by cash, check, money order, credit card, or online at the County Clerk's website (credit card only). If adding funds online, Customer is responsible for providing the correct account number for reference; County shall not be liable for any damages or loss incurred should the account identification field be completed incorrectly or incompletely. The use of a credit card will result in an additional processing fee charged by the credit card company to the Customer. The Customer may mail or deliver the deposit to the Accounting Department or to a cashier in the County Clerk's Office. The Customer will receive monthly escrow account activity statements for months in which escrow activity occurs only. In the event that County provides access to account records online, County shall cease providing monthly account activity statements.
8. If the Customer desires to close its escrow account, the Customer must provide written notice to the Clerk. 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 within two (2) weeks to the Customer at the address listed herein.

- 9. The Clerk retains the right to close any escrow account at any time in its sole discretion upon 14 days written notice to the Customer. In the event that there has been no activity on the escrow account for a period of at least three months, the Clerk may close the escrow account without written notice to the Customer. Upon closing, any remaining balance in the escrow account will be returned to the Customer at the address listed herein.
- 10. 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.
- 11. 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 Erie County, New York.
- 12. 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, any 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 authority to resolve the issue in controversy.
- 13. 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.

Complete all information

Contact: _____

Address: _____ City, State, Zip Code: _____

Telephone: _____ Email: _____

CUSTOMER (Company or Individual Name)

By: _____
(Signature)

Title: _____

Print Name: _____

ERIE COUNTY CLERK

By: _____
MICHAEL P. KEARNS, Erie County Clerk

Account #: _____