

**AGREEMENT FOR
DEPOSIT OF FUNDS FOR
BUILDING INSPECTION SERVICES**

_____ (name), a _____

(sole proprietorship, incorporation, d/b/a, etc.) [hereinafter referred to as "Contractor"] hereby deposits with the City of Plano, Texas, by and through its Building Inspection Department [hereinafter referred to as "the Department"], the initial amount of \$ _____ to be held and disbursed by the Department in accordance with the terms and conditions hereinafter set forth, to which the Contractor, its agents, representatives, and assigns hereby agree:

1. Contractor may deposit amounts into an account managed by the Department and from which fees for services rendered by the Department to Contractor for building inspection and related services may be drawn at the direction of a properly authorized person as named in 3 below. Contractor and the Department acknowledge and agree that the deposits shall only be utilized for fees incurred through building inspections services only and shall not be applied to any other account in the City.

2. A one-time set up fee in the amount of \$50 for each account shall be charged to Contractor. Each Contractor shall be assigned a personal identification number (PIN#) to be used when either depositing money in its account or requesting that sums be withdrawn from its account.

3. The following individual(s) is/are hereby authorized by Contractor to request that Sums be withdrawn from its account:

Contractor is responsible for advising the Department in writing of changes to the list of authorized persons. Contractor agrees that the Department shall not be responsible for acting upon any request believed by the Department to be made by an individual listed above as being authorized by Contractor to make such request.

4. The sums on deposit in the Contractor's account shall not accrue interest nor shall Such sums be insured by the Department.

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Building Inspections Department ~ 1520 K Ave, Suite 140 Plano, TX 75074 ~ 972-941-7140 fax 972-941-7187
www.buildinginspections.org ~ email address ~ buildingpermits@plano.gov
FM624MP024 REV. 12/120/13



5. The minimum deposit amount shall be \$500. During the first year that an account is established, the total deposit in said account shall not exceed \$5,000. After the first year, the maximum amount allowed in an account shall be determined by the Department on a case-by-case basis.
6. In the event that no activity has occurred in an account for a period of ninety (90) days or more, the Department shall refund the entire balance of such account to the Contractor at the address shown on the signature page. This even shall constitute a termination of the Agreement.
7. The Department shall furnish a Contractor a monthly statement which reflects the Account balance at the beginning of the month, the transactions occurring in the Account during the month, and the month ending balance. In the event Contractor Contests any matter contained in the monthly statement, Contractor shall provide Written notice to Department within 30 days from the date of the statement Specifying the error with explanation and any supporting documentation. Upon Receipt, Department shall review the account and notify Contractor of its decision. A failure to contest as provided above shall be deemed an acceptance of the Information provided in the statement.
8. Written authorization from an additional individual is required before an account May be closed, unless account closure is otherwise authorized by this Agreement.
9. The Department shall not be liable for any error of judgement or for any act done Or step taken or omitted by it in good faith, or for any mistake of fact or law, or for Anything which it may do or refrain from doing in connection herewith, except its own Willful misconduct and the Department shall have not duties to anyone except those Signing this Agreement. Contractor acknowledges and agrees that in the event Department receives any notice order or claim from any bankruptcy court or Trustee, Garnishment, tax levy, liens, or other statutory or judicial proceedings affecting the Funds in an account of Contractor, Department may, without liability, release funds in Compliance with such proceedings, notices, claim or order and shall notify Contractor Of its action.
10. The Department hereby acknowledges receipt of \$ _____ which constitutes Contractor's initial account deposit and agrees to hold and disburse the same in Accordance with the terms and conditions set forth above.

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11. This Agreement may be terminated by either party by giving ten (10) days written Notice thereto. Upon termination, any funds outstanding shall be returned to Contractor within thirty (30) days of the effective date of termination. Termination As provided by Section 6 shall be effective upon release of funds to Contractor.

EXECUTED this _____ day of _____, 20 _____.

CITY OF PLANO, TEXAS

By: _____

(Name & Title)
Building Inspection Department
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

CONTRACTOR:

(Name of Corporation, if applicable)

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

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ACKNOWLEDGMENTS

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, _____ (Title) of the **CITY OF PLANO, TEXAS**, a home-
rule Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same as the act and deed of the CITY OF
PLANO, TEXAS, for the purposes ad consideration therein expressed and in the capacity therein
Stated.

GIVEN under my hand and seal of office this the _____ day of _____,
20__.

Notary Public in and for
The State of Texas

STATE OF TEXAS }
 }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, _____ (Title) of _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that he/she executed the same as the act and deed _____
(Name of Corporation), of the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 20__.

Notary Public in and for
The State of Texas

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