



1155 Red Fox Road | East Stroudsburg | Pennsylvania 18301
Ph: 570-223-5082 | Fax: 570-223-5086
www.smithfieldtownship.com

GENERAL INFORMATION

Submission Date: _____

Submission Name: _____

Tax ID# (if business): _____

Owner's Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

CONTACT INFORMATION

Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

BILLING INFORMATION

Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

W-9: _____

File Copy: _____

ESCROW AGREEMENT

1. Required Initial Escrow Amount: \$ _____
2. Minimum Maintained Balance: \$ _____
3. Name of Owner: _____
Address of Owner: _____

Telephone Number: _____
E-Mail Address: _____
4. Name of Developer (if different than Owner): _____
Address of Developer: _____

5. Subject Property Address: _____
Tax Parcel ID Number(s): _____
6. Copy of Deed Attached: Yes No (Circle One)
7. Copy of Agreement of Sale Attached (if no Deed): Yes No (Circle One)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the Township of Smithfield of 1155 Red Fox Road, East Stroudsburg, Monroe County, Pennsylvania 18301 (hereinafter "Township") and _____ of _____ (hereinafter "Developer").

WITNESSETH

WHEREAS, the Township is a duly organized and existing Township of the Second Class with powers and duties as found in the Second Class Township Code, 53 P.S. section 65101 et seq.; and,

WHEREAS, the Developer is the legal or equitable owner of certain real estate located at _____
Smithfield Township, Monroe County, Pennsylvania (hereinafter "Premises"); and,

WHEREAS, the Developer proposes to construct a _____ situate at _____; and,

WHEREAS, the Developer has need of and has requested the Township to review Application for Subdivision, Land Development, Conditional Use, Onlot Sewage Disposal System and related plans (hereinafter referred to collectively as "Plans") for the Premises so the Developer will be able to construct various improvements thereon; and,

WHEREAS, the Developer desires to present to the Township various Plans for said development of the Premises; and,

WHEREAS, the Developer now requests that the Township have its consultants and professionals (including inter alia its Township Engineer) to review said plans and have the Township Solicitor provide legal services as are required by the Township; and,

WHEREAS, the Township, in the exercise of its responsibilities, may also call upon the services of outside consultants and professionals for engineering or legal services, site design, and such other consulting and professional services as it may deem reasonable and necessary to properly review the Developer's Plans and proposals; and,

WHEREAS, the Township will authorize such legal and other professional and consultant services upon the execution of this Agreement by the Developer and the deposit of the required funds as hereinafter set forth.

NOW, THEREFORE, in consideration for the mutual promises and covenants to be hereinafter made and hereinafter kept by and between the parties hereto and for other good, valuable and mutual sufficient consideration, the parties hereto agree as follows:

1. The Township hereby authorizes its applicable consultants and professionals (hereinafter collectively "Consultants") to review the Developer's Plans and proposals and to make recommendations on the design and specifications and to perform any and all engineering surveys and field inspections that are required by the Township pursuant to its ordinances, resolutions, rules, regulations and proper engineering standards in order to ensure that final plans reflect proper engineering practices and comply with all Township ordinances, resolutions, rules and regulations.

2. The Developer agrees to pay the following: (a) necessary and reasonable fees, costs and expenses for the Consultant's services in reviewing and commenting on the Plans, surveying the Premises or inspecting the improvements to be constructed and other services as described in Paragraph 7 hereof and (b) necessary and reasonable legal fees, costs and expenses for the Township Solicitor's (hereinafter "Solicitor") services in reviewing Plans, proposals,

preparing documents, attending meetings or providing other legal services (as described in Paragraphs 6 and 7 hereof) relating to the development on the Premises; and (c) any other administrative costs, fees and expenses which the Township may incur by reason of this agreement. All above described fees, costs and expenses (hereinafter collectively "charges") shall be paid by the Developer as required by the Township and in accordance with paragraphs 3 and 4 hereof.

3. Upon execution of this Agreement, the Developer hereby agrees to deposit with the Township the sum of _____ (\$_____) dollars as security for the payment of all charges as set forth in Paragraph 2 above. It is agreed and understood by the parties that no action will be taken by the Township on Developer's application until the required funds have been deposited with the Township. If Developer provides its employer identification number, the funds will be placed in an interest-bearing account with interest credited to the Township.

4. In the event that the charges exceed the deposit required in Paragraph 3 hereof, Developer agrees to deposit [within ten (10) calendar days after billing] such additional sum as required to pay said charges and maintain a minimum balance of _____ (\$_____) dollars at all times on account of future charges. A detailed statement of account shall be provided by the Township to the Developer upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be performed by the Township for the Developer and the Developer releases the Township from claims for any resulting, consequential, incidental, delay damages and/or other types of damages that might be incurred by the Developer.

5. Services will be provided to the Developer in accordance with the review procedures established herein and by the Township and as may be amended from time to time.

6. Developer shall pay for any and all reasonable and necessary legal fees, costs and expenses charged by the Solicitor for the preparation of legal documents, review of any legal documents, proposals, Plans or other legal work authorized by the Township relating to the project for which the Developer has requested review including processing invoices drawn against the funds escrowed with the Township.

7. Developer shall pay any and all reasonable and necessary fees, costs and expenses incurred by the Township for reviews and inspections by Consultant and Solicitor which may be required for the purpose of ensuring compliance with the Plans as filed, the rules and regulations of the Township, the ordinances, resolutions and codes of the Township and any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America or any other regulatory body or agency having jurisdiction over the work to be performed at or on the Developer's premises.

8. Developer acknowledges that 3% of all funds deposited into the escrow account shall be relegated to pay for Township administrative costs associated with managing the escrow account. Actual Township administrative costs shall be tracked and billed to the escrow account.

9. Developer further agrees that this Agreement and the Consultant and/or Solicitor services authorized by it shall in no way be constructed as allowing any construction of improvements prior to the Developer receiving all required Township, County, State and Federal approvals and/or permits and the Developer's execution of the Improvements Agreement, the Construction Agreement and the Escrow Agreement (as the case may be) with the Township.

10. Developer may, at any time, give written notice to the Township that it does not desire to proceed with the work; and, upon receipt of such notice by the Township, the Developer shall only be liable to the Township for its costs and expenses incurred up to and including the date and time of Township's receipt of the said notice.

11. The Township shall use its best efforts to give Developer as much advance notice as possible that Developer's liability will exceed the deposit posted with the Township.

12. This agreement may not be changed, amended or modified by the parties hereto unless the parties mutually agree to such and such change, amendment or modification is placed, in writing, and signed with the same formalities as the instant agreement.

13. This agreement constitutes the entire agreement between the parties hereto. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed.

14. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its laws regarding conflict of laws. Jurisdiction and venue for any legal proceedings pursuant to this agreement shall be with the Court of Common Pleas of Monroe County, Pennsylvania.

15. This agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. The parties hereto acknowledge that this agreement contains the implied covenants of good faith and fair dealings in the performance under this contract. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

17. This agreement is a contract that either party may enforce. The failure of either party, at any time, to require performance by the other of any provision of this agreement shall

not affect or impair the right of that party to enforce the same at a subsequent time. The waiver, by either party, of any breach of any provision of this agreement shall not be deemed a waiver of any succeeding breach of such provision or a waiver of the provision itself. Unless stated otherwise, all rights and remedies contained in this agreement are cumulative and are in addition to any other rights or remedies at law or in equity.

18. It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by a court of competent jurisdiction to be illegal or in conflict with any laws of the Commonwealth of Pennsylvania, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

19. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

20. Except as may be otherwise provided herein, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, designated representatives and assigns of the parties hereto.

21. Exhibits and schedules (if any) attached to this agreement, the introductory recitals and documents referenced herein are all herein incorporated by reference and each are an integral part hereof.

22. The Township Board of Supervisors and/or its servants, agents, officers, elected or appointed officials, boards, committees, employees or representatives shall not, under any circumstances, be liable or responsible for any losses or damages (whether property, personal injury and/or death) caused to or suffered by the Developer and/or any person and/or entity by reason of any review, inspection or Consultant or Solicitor services rendered in accordance with terms, conditions and provisions of this agreement. Moreover, compliance with this agreement shall not constitute a representation, guarantee or consent of any kind by the Township (and/or any of its servants, agents, officers, elected or appointed officials, boards, committees, employees or representatives) of the quality, practicality, safety or fitness for any general or particular purpose of any Plan or improvement proposed therein.

IN WITNESS WHEREOF, the parties have set their hands and seals, with the intent to be legally bound hereby, the day and year first above written.

ATTEST:

By: _____

Print Name: _____

Title: _____

-Impress Township Seal -

**TOWNSHIP:
SMITHFIELD TOWNSHIP**

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____