



## Escrow Specialists Inc. Collection Agreement

PO Box 3287, Ogden, UT 84409  
Ogden (801)627-6800 SLC (801)538-0869 Other in state areas 1-800-427-8698  
Fax (801) 627-6803 www.escrowspecialists.com

1. The undersigned \_\_\_\_\_, hereinafter called Landlord, and \_\_\_\_\_, hereinafter called Tenant, delivers to Escrow Specialists Inc, hereafter referred to as "ES", the following described documents:

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On which there will be monthly payments of \$ \_\_\_\_\_ beginning on \_\_\_\_\_, 20 \_\_\_\_\_. A late fee of \$ \_\_\_\_\_ or \_\_\_\_\_% of the monthly payment will be assessed if not received within \_\_\_\_\_ days of the due date.

2. ES is hereby authorized and instructed to receive any and all payments due or to become due hereunder, excepting partial payments, which the undersigned understands ES will not accept, providing the landlord accepts "late payments" under the terms of the agreement attached herewith. It is understood that ES will service this account according to its current fee schedule, unless otherwise provided herein.

3. All monies received hereunder, less ES's usual fees, shall be disbursed within 3 working days if received in cash, or within 5 working days if received by check. Disbursements are to be made as instructed below.

4. You may deduct ES's current annual service fee, as such comes due, for each year or partial year ES services this account. The standard annual service fee is to be paid on a monthly (\_\_\_) yearly (\_\_\_) basis and is to be paid by the tenant (\_\_\_) landlord (\_\_\_) 50/50 split (\_\_\_).

5. In the event of failure to comply with any of the obligations of the tenant, the landlord may, at his/her option, make written demand upon ES for the delivery to him/her of said documents and property, specifying any one or more of such defaults as grounds for such demand. ES shall at once deliver to the tenant a copy of said demands stating the date it was received by ES. If, within 7 days after notice is deposited in the United States mail, the tenant objects to ES complying with landlords demand ES will notify landlord and withhold delivery of said documents until notified by both tenant and landlord in writing what disposition to make thereof. If the tenant does not respond to ES in writing within 7 days ES is authorized to release said documents to the landlord.

6. If ES is required to hold and maintain a reserve account for taxes and /or insurance it is understood that ES will not pay such taxes or insurance unless ES is presented with billings for such by one of the parties to this agreement. ES will not be held liable otherwise. **Beginning monthly T&I payment:** \_\_\_\_\_ (if applicable)

7. All funds received hereunder shall be deposited into ES trust account, which may be an interest bearing account. All interest earned there from may be retained by ES as and for additional consideration for servicing this escrow.

8. These instructions will continue in full force and effect until cancelled or amended in writing by the undersigned, or until the agreement hereunder has expired. ES may cancel this agreement at any time, without cause, by delivering to the undersigned a 30 day notice of ES's intent to close the escrow.

9. The landlord agrees to reimburse ES, upon demand, all amounts ES disburses in reliance upon a dishonored payment ES receives from tenant unless specifically stated under "special instructions" that payment be made in cash or certified check.

10. The undersigned agrees that should they default, or either of them, in any of the covenants or agreements herein contained, the defaulting party or parties shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from the enforcing of this agreement, or in pursuing any remedy provided by law, whether such remedy is pursued by filing suit or otherwise. In the event ES is required to file an interpleader action in court or resolve a dispute over funds, documents or property held by ES, the undersigned authorize ES to draw the funds held by ES in escrow in an amount necessary to advance the cost of bringing the interpleader action, including reasonable attorney's fees. The undersigned further agree that the defaulting party shall pay the court costs and attorney's fees incurred by ES in bringing such action. The undersigned further agree to reimburse ES for any and all attorney's fees ES incurs in servicing this escrow so long as ES is acting in good faith and in accordance with this agreement.

11. In the event of default by either party, hereto, the defaulting party shall pay all attorneys fees and costs incurred by the other, regardless of whether litigation is commenced.

12. By signing below the tenant and landlord acknowledge that they have both received a copy of this collection agreement.

\_\_\_\_\_  
Tenant Signature  
SSN/Tax ID# \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Landlord Signature  
SSN/Tax ID# \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_ Please send payment notification via the email address above.

\_\_\_\_\_  
Tenant Signature  
SSN/Tax ID# \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_  
Buyers Address

\_\_\_\_\_  
Landlord Signature  
SSN/Tax ID# \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_  
Sellers Address

\_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip

**Disbursements**

If by check:

Please list names, addresses, account numbers, and amounts required for any disbursements

_____	_____	_____
_____	_____	_____
_____	_____	_____
Account # _____	Account # _____	Account # _____
Amount _____	Amount _____	Amount _____

If by electronic deposit (ACH):

Bank: _____	Bank: _____	Bank: _____
Routing # _____	Routing # _____	Routing # _____
Account # _____	Account # _____	Account # _____
Name: _____	Name: _____	Name: _____
___ Checking or ___ Savings	___ Checking or ___ Savings	___ Checking or ___ Savings

Please attach a voided check for verification purposes

**Property Address:** \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_