

Silverdale Water District  
2018 Escrow Agreement (For Retainage)

Bank	_____	Escrow No.	_____
		Agency	<u>Silverdale Water District</u>
Branch	_____	And	_____
		Project No.	_____

The Undersigned, \_\_\_\_\_, hereinafter referred to as the Contractor, has directed Silverdale Water District, hereinafter referred to as the Agency, to deliver to you its warrants or checks which shall be payable to you for the Contractor. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

Instructions

1. Warrants or checks made payable to you for the Contractor, upon delivery to you, shall be endorsed by you and the proceeds thereof deposited by you into a money market deposit account ("Deposit Account").
2. When and as interest on the Deposit Account held by you, pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below, unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all, or any part of the balance of the Deposit Account held by you, pursuant to this agreement except in accordance with written instructions from the Agency. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_, subject to change as provided for by contract provisions.
4. In the event the Agency orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, disburse the balance of the Deposit Account, together with any other monies held by you hereunder, to the Agency at the address shown.
5. The Contractor agrees to pay you as compensation for the services hereunder as follows:

Fees \_\_\_\_\_

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you, pursuant to this Agreement, until and unless the Agency directs the release to the Contractor of the balance of the Deposit Account whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fee, as provided herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of the Escrow are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this Escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all cost and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.
7. This instrument contains the entire agreement between you, the Contractor and the Agency with respect to this Escrow and you are not a party to, nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by, nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

8. If any controversy arises between the parties to this Escrow Agreement, their successors or assigns, resulting in adverse claims or demands being made by them in connection with the money deposited in escrow, you shall not be required to determine the same or to take any action under this Escrow Agreement. You shall be entitled, at your option, to refuse to comply with the demands of the parties hereto for so long as such disagreement shall continue. You may make no disbursement of the balance of the Deposit Account, and in so doing you shall not be liable to the parties to this Escrow Agreement, or any of them, for your failure and/or refusal to comply with the conflicting or adverse demands of the parties. You shall be entitled to continue to refrain from taking any action under this Escrow Agreement until:

- (a) The rights of the parties have been duly adjudicated in a court assuming and having jurisdiction over the parties or affected by the Escrow Agreement, whether suit or action shall have been brought by the party or parties to the Escrow Agreement, their successors or assigns, or by you in interpleader; or
- (b) The parties to this Escrow Agreement have reached an agreement in settlement of their differences and shall have notified you in writing of such agreement.

9. Contractor and Agency agree to defend and indemnify you and hold you harmless from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, penalties, attorney fees, both at trial and on any appeal therefrom, and other expenses of any nature (including, without limitation, settlement costs) incurred by you on account of any act or omission by you in respect of, or with regard to, this Escrow Agreement provided, however, that the parties shall not be required to indemnify you for your own negligence or willful misconduct.

10. The forgoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of the Escrow and do hereby execute the agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

Silverdale Water District  
\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

The above escrow instruction was received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Bank)

\_\_\_\_\_  
(Signature - Authorized Bank Officer)

\_\_\_\_\_  
(Name/Title)