

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 20____, by and between PERKASIE BOROUGH, Bucks County, Pennsylvania (hereinafter referred to as “Borough”) and _____, the Perkasie Borough Solicitor, and _____ Borough Engineer (hereinafter referred to as “Professional Staff”, and _____ (hereinafter referred to as “Applicant”).

WITNESSETH:

WHEREAS, the Applicant is the legal and/or equitable owner of certain real estate bearing Tax Parcel Number # _____ located or described and consisting of acreage and improvements as follows: _____

WHEREAS, the Applicant has presented to the Borough an application for _____ which requires professional review;

WHEREAS, the Applicant has filed with the Borough such application and/or plans and/or has requested approval for permits to build, or requested approval of any such plans to make use of its property, which plans and/or applications are hereby incorporated by reference and made a part hereof;

WHEREAS, the Applicant has requested the Borough to review said plans and/or other requests which review will require Borough Professional Staff review, the costs and expenses of which Professional Staff review shall be paid by Applicant.

NOW, THEREFORE, the parties agree as follows:

1. The Applicant and Borough hereby authorize and direct the Borough’s Professional Staff to review the application and plans and to make such recommendations and determine such specifications as may be necessary with respect to such plans, as required by the Borough pursuant to its ordinances or codes.

2. The Applicant shall pay the following:

(a) the Engineer's charges and fees for review of and/or preparation of the plans;

(b) reasonable legal fees for review by the Borough Solicitor, or other legal consultants relating to the application for approval of plans or building permits, occupancy permits or such other permits and reviews as are necessary;

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(c) administrative costs and expenses which the Borough may incur by reason of this Contract.

All charges and fees shall be paid in advance by the Applicant as required by the Borough and in accordance with paragraph 3 set forth herein.

3. The Applicant hereby agrees to deposit with the Borough the sum of \$_____ as security deposit for the payment of all costs and expenses, charges and fees as set forth in paragraph 2 above, within five (5) days of the date of this Agreement. It is agreed and understood by the parties that neither the Borough, its Solicitor nor Engineer shall commence processing this application until the security deposit has been deposited with the Borough. In the event the balance of the escrow account at any time shall be below fifty percent (50%) of the original escrow deposit, and it appears that costs will be in excess of the remaining balance, the Borough shall require an additional escrow deposit sufficient to restore the account balance to the original escrow amount. This additional escrow amount shall be paid by the Applicant when requested and no further review of the proposed development will occur until receipt of such payment by the Borough.

4. In the event that the Borough shall expend or become liable for engineering, legal or administrative costs and expenses in an amount in excess of the deposit required in paragraph 3 hereof, Applicant agrees to promptly deposit such additional sum with the Borough as necessary and shall be provided with a detailed statement of account from the Borough upon request.

5. The Borough agrees to render services to the Applicant and to authorize services to be rendered from its Engineer and its Solicitor in accordance with the review procedures established herein and by the Borough. Plans shall not be reviewed nor shall any permits be issued until the security deposit has been paid in this Agreement. Applicant further agrees not to commence any work or construction whatsoever on and about the subject property for which the permits or plan approvals are required until execution of this Agreement and the posting of the security deposit herein required. Should any construction take place prior to execution of this Agreement, Applicant hereby agrees that he or it shall be required to remove any and all materials thus previously constructed or installed, prior to any review or approval by the Borough.

6. It is further agreed by the Borough and the Applicant that the Applicant shall pay all engineering fees for supervision and inspection during construction alteration, or other work as shall be required by the Borough.

7. The Applicant shall pay all reasonable fees and recording costs which the Borough may incur by reason of or in connection with the improvements, construction or other work on its property which require permits and which require permits and which require approval by the Borough as required by the plan as submitted.

8. The Applicant further agrees to pay and shall pay for the supervision and inspection of all work required to be performed by the Borough of its Engineer.

9. The Applicant shall pay any and all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documents or plans, or any other legal work

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authorized by the Borough relating to the performance of any of the construction as applied for by the Applicant.

10. The Applicant agrees and shall pay any and all engineering and legal costs incurred by the Borough for the reviews and inspections which may be required for the purpose of ensuring compliance with the plans as filed or the application for permits and to ensure that the work to be performed complies in all respects with the ordinance and Codes of the Borough and any other laws and regulations of the Commonwealth of Pennsylvania, of the United States or any other regulations or laws required for the work to be performed at Applicant's property.

11. The Applicant and the Borough further agree that should any special professional services be required in addition to those services detailed herein in review of the plans or approval of building permits, inspections or occupancy permits, the cost of such additional services shall be paid by the Applicant.

12. The Applicant and the Borough further agree that any fees or costs arising out of this Agreement or any fee schedule in effect in Perkasie Borough shall be paid prior to the issuance of any occupancy permit for the use of any such building which is the basis of the plan submitted and which relates to this Agreement. The Applicant agrees and acknowledges that no occupancy permit will be issued until all of the fees and costs outstanding as of that date shall have been paid and any further escrows required to be deposited shall have been deposited pursuant to this Agreement.

13. The Applicant may, at any time, terminate all further obligations under this Agreement by giving written notice to the Borough that it does not desire to proceed with the work upon which it is requiring a permit or upon which plans have been filed, and upon receipt of such notice by the Borough, the Applicant shall then be liable to the Borough only for costs and expenses incurred to the date and time of the Borough's receipt of such notice. The Borough shall use its best efforts to advise the Applicant of the impending likelihood that estimated fees and costs will exceed the required security deposit in advance of the costs exceeding said sum.

14. The Applicant and the Borough acknowledge that this Agreement represents their full understanding and that they each intend to be legally bound hereby.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their respective signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

Attest:

Corporation Secretary

Witness:

Attest:

APPLICANT:

If a Corporation:

By: _____
President

If an Individual or Partnership:

By: _____

Print Name: _____

Borough:

By: _____
THE BOROUGH OF PERKASIE

Borough Solicitor

Borough Engineer

ACKNOWLEDGEMENT

We, _____, Borough Engineer in Perkasie Borough, and
_____, Solicitor for Perkasie Borough, acknowledge that in the event
the named Applicant fails to make payments in full required pursuant to the terms of this
Agreement, that no cause of action will be instituted against the Borough of Perkasie by either of
them, but that all claims by them or each of them will be brought against the Applicant.

Date

Perkasie Borough Engineer

Date

Perkasie Borough Solicitor