



Johnson County, Kansas • Department of Records and Tax Administration

John A. Bartolac, Director

ESCROW ACCOUNT AGREEMENT

Name _____ Phone _____
"Customer"

Address _____ Fax _____
 _____ e-mail _____ @ _____

THIS ESCROW ACCOUNT AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Department of Records & Tax Administration, Johnson County, Kansas ("RTA") and "Customer." In consideration of the mutual promises and covenants contained in this Agreement, RTA and Customer agree as follows:

1. RTA shall establish an escrow account in Customer's name to be used by customer for payment of recording fees, mortgage registration taxes, copying fees, on-line subscription fees, and other fees and charges assessed by RTA (collectively "Fees"). From time to time, Customer shall deposit funds in the escrow account, which deposits shall be made by ACH payment or check or money order payable to RTA.
2. RTA shall debit funds in the escrow account and apply such amounts to the payment of Fees. RTA shall make such debits and payments as directed by Customer, its employees, and authorized agents. If Customer wishes to restrict the persons authorized to provide such direction on its behalf, then Customer shall provide to RTA a list of names of persons authorized to approve payments from the escrow account. By leaving documents to be recorded with RTA, Customer shall be deemed to have given direction to debit its escrow account for payment of Fees.
3. Customer is responsible for maintaining an adequate balance in the escrow account. Negative balances or charges against insufficient funds are prohibited. Documents presented for recording will not be recorded if the escrow account contains insufficient funds to pay the Fees unless such documents are accompanied by payment of the Fees. If ACH payments are used, Customer is responsible for timely funding its account through the ACH process. RTA is not responsible for delays due to ACH processing. If ACH payments are used, Customer acknowledges and agrees to pay the then current per transaction ACH fee set by RTA. ACH fees are posted on RTA's website and are subject to change. If Customer desires to electronically record documents with RTA, Customer must execute a separate Electronic/Digital Recording Memorandum of Understanding.
4. Customer, upon written request, may withdraw funds previously deposited in the escrow account. Such requests shall be processed according to the regular payment procedures of RTA's office.
5. No interest shall be paid to Customer on funds deposited in the escrow account. Any interest accrued on deposits shall be retained by RTA.
6. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Upon submission of such notice, this Agreement shall terminate at the conclusion of the thirty-day notice period and RTA shall refund to Customer any balance remaining in the escrow account at such conclusion.
7. (a) This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof; (b) Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing; (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas; and (d) Customer shall not assign, transfer, or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of RTA.

CUSTOMER _____ **DEPARTMENT OF RECORDS & TAX ADMINISTRATION**

By: _____ By: _____
 Printed Name _____ Director of RTA
 Title _____

Please enter the information requested on this form, sign and return it -- along with your check or money order to open your escrow account -- to:

Register of Deeds of Johnson County, Kansas ▪ 111 S. Cherry Street, Suite 1200 ▪ Olathe, KS 66061-3469

111 South Cherry Street, PO Box 700 • Olathe, Kansas 66051-0700 • (913) 715-0775 FAX • (913) 715-0800