

ESCROW AGREEMENT

Date: _____

Owner/Developer/Contractor Information

Company: _____

Name/Primary Contact: _____

Address: _____

Phone Number: _____

Email: _____

_____ **[Name of Developer]** agrees to deposit funds in the amount of \$_____ in an interest-bearing account. The City of Crystal Lake shall establish said account at a bank of the City's choosing. The funds shall be used as a guarantee that I will **[construct or maintain]** the items listed on the attached Schedule "A." (the "Improvements") in a first rate condition and in accordance with City Ordinances, as well as the plans and specifications approved by the City of Crystal Lake [Only use for maintenance: **for a period of two year following the acceptance of the items by the City (the "Guaranty Period")**]. I agree that any interest earned on these funds while on deposit with the City of Crystal Lake shall remain the property of the City. The City shall have the complete sole authority to disburse any of the funds deposited hereunder without prior notice to _____ **[Name of Developer]**.

In the event that the Improvements are not **[constructed or maintained]** as provided herein, the City shall furnish notice, in writing, of any non-performance or default. If the work is not completed, or progress initiated towards completion of the work, within 10 days following the date of the notice is received by the developer, the City of Crystal Lake shall proceed to have the work completed.

The City shall have the sole and exclusive right to determine when any such corrective, remedial, or repair work is necessary, and shall have the complete and sole authority to utilize the escrow funds for said purpose. If the cost of the corrective, remedial, or repair work exceeds the principal amount in the account, _____ **[Name of Developer]** shall immediately indemnify the City for the excess cost. If the City is required to make any reductions for corrective or remedial work, _____ **[Name of Developer]** shall, within seven (7) days of being notified, deposit sufficient funds in the escrow account to return the principal balance to \$_____.

The City will refund any unapplied portion of the deposit [Construction: **upon completion and acceptance of the Improvements by the City**; or maintenance: **at the termination of the Guaranty Period.**]

_____ **[Name of Developer]** shall pay all costs incurred by the City, including reasonable attorney fees, in enforcing the terms of this Agreement. _____ **[Name of Developer]** shall indemnify and hold harmless the City for any damages arising out of any work of _____ **[Name of Developer]**, its agents, employees, and subcontractors. If _____ **[Name of Developer]** engages in any conduct which interferes with the City's right to withdraw proceeds from the escrow agreement, thereby causing damage to the City.

Any suit, action or other proceeding arising out of or relating to this escrow agreement and the transactions contemplated hereby shall be submitted to the jurisdiction of the Circuit Court of McHenry County, Illinois.

Submitted by:

Accepted by the City of Crystal Lake:

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

Attachments:

- Check Number _____
- Schedule "A"