

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, _____, by and between WEST NORRITON TOWNSHIP, Montgomery County, Pennsylvania, with offices located at 1630 West Marshall Street, Jeffersonville, PA 19403, (hereinafter referred to as “Township”) and _____, with offices located at _____ (hereinafter referred to as “Developer”).

WITNESSETH:

WHEREAS, Developer is the legal or equitable owner of certain real estate located at _____, West Norriton Township, Montgomery County, Pennsylvania and commonly referred to as the site of _____ (“Premises”).

WHEREAS, Developer has need of and has requested Township to review land development or subdivision plans for the Premises so Developer will be able to construct improvements thereon: and

WHEREAS, Developer desires to present to Township plans for the development of the Premises; and

WHEREAS, Developer now requests that Township have its consultants review said plans and have its solicitor provide such legal services as are required by Township; and

WHEREAS, Township has authorized such legal and other consultant services upon execution of this Agreement by Developer, and the deposit of the required funds as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Township, in the exercise of its responsibilities, may call upon the services of outside consultants for engineering or legal services, site design, and such other consulting services as it may deem necessary to properly review Developer's proposals, all of which shall be paid for by Developer.

2. Township hereby authorizes its applicable consultants (hereinafter "Consultants") to review the Developer's plans, and to make recommendations on the design and specifications, and to make any and all engineering surveys and field inspections that are required by the Township pursuant to its rule, regulations or proper engineering standards in order to ensure that final plans reflect proper engineering practices and comply with all Township rules and regulations.

3. Developer agrees to pay: (a) reasonable fees for the Consultant reviewing and commenting on the plans, surveying the Premises or inspecting the improvements to be constructed; (b) reasonable legal fees for the Township Solicitor (hereinafter "Solicitor") reviewing plans, preparing documents, attending meetings or providing other legal services relating to the development on the Premises; and (c) administrative costs and expenses which the Township may incur by reason of this contract. All charges and fees shall be paid by the Developer as required by the Township and in accordance with paragraph 3 set forth herein.

4. Developer hereby agrees to deposit with the Township the sum of Five Thousand Dollars (\$5,000.00) as security for the payment of all costs and expenses, charges and fees, as set forth in paragraph 2 above, upon execution of this Agreement. It is agreed and understood by the parties that no action will be taken on Developer's application until the required funds have been deposited with the Township. If

Developer provides its employer identification number, the funds will be placed in an interest-bearing account, with interest credited to the Developer.

5. In the event that Consultant, Solicitor and/or administrative costs and expenses exceed the deposit required in paragraph 3 hereof, Developer agrees to deposit, within ten (10) days after billing, such additional sum as required to pay said expenses and maintain a balance of Five Thousand Dollars (\$5,000.00) on account of future costs. A detailed statement of account shall be provided to the Developer upon request. In the event any required deposit is not made, it is understood and agreed that no further work will be don for Developer, and Developer releases Township from any claims for delay and/or other type damages that might be incurred by the Developer.

6. Services will be provided to the Developer in accordance with the review procedures established herein and by the Township from time to time. Plans or designs shall not be reviewed until the security deposit has been paid as provided in this Agreement..

7. Developer shall pay all reasonable fees and costs which the Township may incur by reason of or in connection with the review of plans or construction of the proposed improvements or other work either on Developer's Premises or off-site, as required by the plans submitted.

8. Developer shall pay for any and all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documents or plans of other legal work authorized by the Township relating to the project for which the Developer has requested review, including processing invoices drawn against the funds escrowed with the Solicitor.

9. Developer shall pay any and all costs incurred by the Township for reviews and inspections by Consultant and Solicitor which may be required for the purpose of ensuring compliance with the plans as filed, the rules and regulations of the Township, the ordinances and codes of the West Norriton Township, and any other laws and regulations of the Commonwealth of Pennsylvania, the United States of America or any other regulatory body having jurisdiction over the work to be performed at the Developer's Premises.

10. Developer further agrees that this contract and the Consultant and/or legal work authorized by it shall in no way be constructed as allowing any construction of improvements prior to Developer receiving all required Township, County, State and Federal approvals and/or permits and execution of Construction and Escrow Agreements with the Township.

11. Developer may, at any time, give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Developer shall only be liable to the Township for its costs and expenses incurred up to and including the date and time of Township's receipt of the notice.

12. The Township shall use its best efforts to give Developer as much advance notice as possible that Developer's liability will exceed the deposit posted with the Township.

13. Developer and Township acknowledge that this document represents the full understanding between them, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

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

ATTEST:

TOWNSHIP:
WEST NORRITON TOWNSHIP

By: _____
Jason Bobst, Township Manager

By: _____, President
Board of Commissioners

ATTEST:

DEVELOPER:

By: _____

By: _____

Name: _____

Title: _____

