



# PROCESSING AGREEMENT FORM

***This Agreement is by and between the City of Milpitas, hereafter "City," and hereafter "Applicant."  
 (Please complete all fields and type "N/A" if not applicable. All fields shall be typed or printed clearly.)***

PROPERTY OR PROJECT INFORMATION			OFFICE USE ONLY	
1. PROPERTY OWNER / PROJECT NAME:			PERMIT NO.:	
2. PROJECT LOCATION / PROPERTY ADDRESS:			CHECK # / AMOUNT (\$):	
3. CITY:	4. STATE:	5. ZIP CODE:	PJA #:	
6. PROJECT DESCRIPTION:				

APPLICANT INFORMATION				
7. NAME AND TITLE		8. COMPANY:	9. FEDERAL TAX ID / SOCIAL SECURITY #:	
10. APPLICANT MAILING ADDRESS:		11. CITY:	12. STATE:	13. ZIP CODE:
13. PHONE #:	14. FAX #	21. EMAIL ADDRESS:		

BILLING INFORMATION (IF DIFFERENT FROM ABOVE)				
Statements, requests for deposits or refunds shall be directed to Applicant identified in the Application Information section above unless stated otherwise below:				
14. NAME AND TITLE		15. COMPANY:	16. FEDERAL TAX ID / SOCIAL SECURITY #:	
17. APPLICANT MAILING ADDRESS:		18. CITY:	19. STATE:	20. ZIP CODE:
21. PHONE #:	22. FAX #	23. EMAIL ADDRESS:		

Applicant agrees to pay all legal costs and consultant costs (including but not limited to design review and geotechnical consultant fees) incurred by the City for review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions, or modified upon approval.

Applicant agrees to make an initial deposit of \$4,000 (or other amount as required by the city) to be applied toward the above costs, at such time as requested by the City. This initial deposit is in addition to the deposit collected for typical application processing. Applicant further agrees that no Certificate of Occupancy for the project will be issued, until all costs are paid.

The City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted for billing information. Invoices are due and payable within 30 days. Please be advised that City processing of applications will cease when the account balance drops below 25% of the total initial deposit amount. The total initial deposit amount is the sum of the deposit for legal and consultant costs and the deposit for application processing.

Applicant shall provide written notice to the Finance Department in the event that there is a change in Applicant's interest in the property, the project or the billing address or contact person for said project. Said Notice shall be mailed first class, postage paid, certified mail to Accounting Services Manager, 455 E. Calaveras, Milpitas, California 95035. Applicant shall remain responsible for all outstanding costs incurred by City.

Applicant agrees to hold City harmless for all costs and expenses, including attorney's fees, incurred by City or held to be the liability of the City in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's project.

This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.

Applicant/Agent's Name and Title	Signature	Date
<b>OFFICE USE ONLY</b>		
City Project Manager's Name and Title	Signature	Date