# Treasurer

Davis COUNTY

**Mark Altom**
Treasurer

**Jonathan Lee**
Chief Deputy

**Agreement to Participate in the Davis County Automatic Property Tax Prepayment Program**

This Agreement to Participate in the Davis County Automatic Property Tax Prepayment Program (this "Agreement") is to Participate in the Davis County Automatic Property Tax Prepayment Program ("Prepay Program").

The Prepay Program is offered by and administered through the Davis County Treasurer's Office (the "Treasurer's Office") as a service to property owners to prepay real estate property taxes. The Prepay Program allows monthly prepayments to pay property taxes over a period of time rather than a large amount due at the end of the tax year.

The undersigned hereby authorizes Davis County, through the Treasurer's office, to withdraw funds from the account designated by the undersigned below (the "Account") on either the 5th or the 20th of each month (as designated by the undersigned below) or the following business day if the date designated is on a weekend or holiday. Each monthly withdrawal will be processed on the date designated (5th or 20th) for the months January through September of each calendar year. NO WITHDRAWAL WILL PROCESS IN OCTOBER OF ANY CALENDAR YEAR IN ORDER FOR ALL PAYMENTS TO BE SHOWN ON THE TAX NOTICE MAILED IN OCTOBER OF EACH CALENDAR YEAR. The amount of each monthly payment will be one tenth (1/10) of the previous year's property tax obligation on the land serial number designated by the undersigned below (the "Land Serial Number"). If for some reason the Land Serial Number was not taxed the previous year, the undersigned shall designate an amount to be withdrawn by Davis County, through the Treasurer's Office, based on an estimate of the taxes for the applicable calendar year. Taxes for each calendar year are not finalized or certified until later in the calendar year (generally September of each calendar year). The Tax Notice will be mailed in October of each calendar year and will disclose to the property owner the balance of tax due and the amount of monthly prepayment for the following calendar year.

The undersigned further authorizes Davis County, through the Treasurer's Office, to withdraw funds from the Account on November 30 of each calendar year to satisfy the balance of taxes due on the Land Serial Number. If November 30 is on a weekend or holiday, the withdrawal will be processed the following business day.

The undersigned may terminate this Agreement by providing Davis County with a written notice of termination of this Agreement at the address set forth below. This Agreement will terminate ten calendar days after Davis County receives a written notice of termination of this Agreement from the undersigned. Davis County may terminate this Agreement by providing the undersigned with a written notice of termination of this Agreement at the address of record for the undersigned. This Agreement will terminate ten calendar days after Davis County sends a written notice of termination of this Agreement to the undersigned. Davis County may also terminate this Agreement if there are insufficient funds in the Account to satisfy either a monthly payment or the balance of taxes duefor the payments, if the Treasurer is notified of a change of ownership on the property, or any other notification which would justify discontinuing the agreement.

This Agreement constitutes and/or represents the entire agreement and understanding between the undersigned and Davis County (collectively, the "Parties") with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect. This Agreement and all provisions hereof may only be amended by an instrument in writing, signed by the Parties.

This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to

conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

The undersigned represent and warrant that he/she/they are duly authorized and empowered to execute this Agreement, that he/she/they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of the Parties.

After signing and dating this Agreement and completing all information requested below, please return this Agreement to Davis County at the above mailing address by using the enclosed envelope or by other means.

If you have any questions, please call the Treasurer's Office at (801) 451-3243.

Owner Name*: _____ Telephone #: _____ Email: _____
Owner Name*: _____ Telephone #: _____ Email: _____
*If there are additional owners, please provide their name(s) and contact information on a separate document.

Land Serial Number: _____

Account Information: Routing Number: _____ Checking Account Number: _____

Designated date for monthly withdrawals (check the desired box): ☐ 5th or ☐ 20th

Owner Signature*: _____ Owner Signature*: _____
Date: _____ Date: _____

*If the property is jointly owned, this Agreement may be signed by one property owner only if the Account requires only one signature.

PLEASE ATTACH A VOIDED CHECK HERE