

**Town of Colma**  
**Planning & Building Department**  
**AGREEMENT TO PAY FOR TOWN SERVICES**

**Complete and submit this form with the development application.**

In consideration for the Town providing the services described in this Agreement, the undersigned agrees as follows:

1. The Town services requested relate to a development application for \_\_\_\_\_, located at \_\_\_\_\_, assessor's parcel number \_\_\_\_\_ in the Town of Colma.

2. This Agreement is for services and fees that are in addition to the planning fees and/or deposits paid upon the filing of the referenced development application. I agree to pay for the additional charges imposed by the Town for staff time spent processing the application based upon the rate established in the Town's Master Fee Schedule without limitation. These services include, but are not limited to City staff time spent and other City administrative services regarding the application. In addition, I agree to pay for services of consultants retained by the Town and required by it in connection with the development application at the hourly rate charged by each consultant to the Town without limitation. These services include, but are not limited to, planning, engineering, legal, landscaping, and environmental services.

3. The Town will bill for the services performed under this Agreement upon a monthly or other periodic basis. If at any time the balance due exceeds \$500.00, the Town may cease processing the application, prepare a recommendation for taking action on the application and present the application to the appropriate hearing body for final action.

4. The development application account will remain open until it is paid in full. Final payment in full is due as follows:

- (a) In the case of a subdivision, upon release of the final improvement bond or when conditions of approval are satisfied, whichever is later in time;
- (b) In the case of all other applications, prior to final building inspection clearance or when work for which a permit is issued is completed;
- (c) If an application is denied, upon expiration of the appeal period or upon a final decision on appeal;
- (d) If an application is withdrawn, when all remaining staff work on the application is completed; or
- (e) Upon the expiration of 12 consecutive months during which there was no activity on the application.

5. The undersigned is responsible for the payment of the costs and charges involved with the application even though the property or project is sold or assigned to another party. If the undersigned desires to transfer payment responsibility to another, it is the undersigned's responsibility to have this Agreement replaced by a new agreement with the responsible party. Any outstanding balance must be paid before the Town will accept a replacement agreement.

6. The undersigned agrees to advise the Town in writing of any change to their billing address and represents that (s)he is the party responsible for payment of the costs or any other obligations incurred under this Agreement.

7. The undersigned shall indemnify, pay and hold the Town of Colma harmless from all costs and expenses, including attorney's fees, incurred by the Town or held to be the liability of the Town in connection with this application or Agreement, or the Town's defense of its actions in any proceeding brought in any state or federal court challenging the Town's actions with respect to this application or Agreement, or the project contemplated in this application.

PRINT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: THIS DOCUMENT IS NOT TRANSFERABLE • ORIGINAL TO APPLICATION FILE •  COPY TO APPLICANT •