

**WHEAT RIDGE SANITATION DISTRICT
CHARGE BACK AGREEMENT**

THIS CHARGE BACK AGREEMENT is made and entered into this _____ day of _____, 200 ____, by and between the Wheat Ridge Sanitation District, a Colorado municipal corporation and _____ (the Owner/Developer)

WHEREAS, the Rules and Regulations of the Wheat Ridge Sanitation District requires that the District be reimbursed for the cost of the time spent for engineering, planning, surveying, inspection, hydrological and legal services in reviewing development proposals, plus fifteen percent (15%) for administrative costs (hereafter Consultant's Time).

WHEREAS, this obligation to reimburse the District for Consultants' Time exists regardless of whether the project is approved, completed and/or regardless of whether the Owner/Developer chooses to complete the District's land review process as a whole; and

WHEREAS, this Agreement memorializes the obligation by the Owner/Developer to the District to reimburse the District for all Consultant's Time as set forth in the Rules and Regulations of the District.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Owner/Developer agree as follows:

1. **Reimbursement.** Owner/Developer agrees to reimburse the District, regardless of completion of the Owner/Developer's project, regardless of approval of the Owner/Developer's project, and/or regardless of whether the District's land review process as a whole is completed, for all Consultants' Time, as set forth in the Rules and Regulations of the District, for all such costs incurred by the District which are incurred as a result of, or which are otherwise related to, Owner/Developer's land use submission and its subsequent review.
2. **Remedies.** In the event Owner/Developer fails to reimburse the District for all Consultants' Time as set forth in the District's Rules and Regulations, the District shall have the following remedies:
 - (a) The District shall impose the remedies including the following:
 - I. The termination of the review process if payment is not made in full within thirty (30) days of the issuance of the statement indicating the actual cost of Consultants' Time;
 - II. The application being deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time.
 - III. The imposition of interest on the amount due and outstanding at the rate of one and one-half of one percent (1.5%) per month from the date when due.
 - IV. The initiation of an enforcement action for nonpayment of Consultants' Time in Jefferson County Court to collect unpaid fees, costs and charges.
 - (b) The District may impose any or all of the following remedies, at its sole discretion:

- I. The filing of a lien on the property which is or was the subject of the proposed development upon which the District has not been reimbursed for Consultants' Time; and/or
 - II. The refusal to issue a sewer permit for any portion of the proposed development upon which the District has not been reimbursed; and/or
 - III. The refusal to approve the issuance of a certificate of occupancy by City authorities, for any portion of the proposed development upon which the District has not been reimbursed; and/or
 - IV. The refusal to accept any further applications from any Owner/Developer which has failed to reimburse the District for Consultants' Time for any project.
3. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 4. **Governing Law.** This Agreement shall be governed by and construed in all respects according to the laws of the State of Colorado.
 5. **Headings.** Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.
 6. **Modifications.** No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.
 7. **Execution in Counterparts and by Telefax.** This agreement may be executed in counterparts and a copy of this agreement shall be fully as enforceable as an original. Each party may execute a faxed copy of this agreement and the faxed copy of this agreement with faxed signatures shall be fully enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WHEAT RIDGE SANITATION DISTRICT

By: _____
Authorized Agent or Officer

OWNER/DEVELOPER

By: _____

Name: _____

Title: _____

Company: _____

Address: _____