AGREEMENT TO PREPAY NON—DELINQUENT REAL PROPERTY TAXES

THIS AGREEMENT TO PREPAY NON--DELINQUENT SEDGWICK COUNTY REAL PROPERTY TAXES, made and entered into on [DATE]

BY AND BETWEEN

[Business Name]
[Taxpayer Name]
[Street Address]
[City, State Zip]

(hereinafter referred to as "Taxpayer")

AND

LINDA KIZZIRE
SEDGWICK COUNTY TREASURER
(hereinafter referred to as "Treasurer")

WITNESSETH:

WHEREAS, Taxpayer's signed written application pursuant to "Treasurer's Guidelines Relating to Prepayment of Non-Delinquent Ad Valorem Real Property Taxes" is attached hereto and incorporated herein by reference, and

WHEREAS, Taxpayer intends to prepay these non-delinquent real property taxes in a series of installments strictly according to the payment schedule at #12 within, in either 5 or 11, installments and thus make full payment in advance of the due date of those property taxes described herein, and

WHEREAS, THE PARTIES AGREE THAT TREASURER SHALL PAY NO INTEREST TO TAXPAYER ON ANY PREPAYMENTS RECEIVED BY TREASURER, WHETHER SUCH PREPAYMENTS ARE FINALLY APPLIED TO TAXES OR ARE REFUNDED TO TAXPAYER, AND WHETHER SUCH REFUND IS BY AGREEMENT OF THE PARTIES, ON WRITTEN DEMAND OF TAXPAYER, IS MADE AT THE OPTION OF TREASURER HEREUNDER, OR IS MADE FOR ANY OTHER REASON, and,

WHEREAS, Treasurer intends to allow such prepayment only so long as Taxpayer strictly complies with all provisions of this agreement, and Taxpayer agrees that Treasurer may cancel this agreement at any time, solely at the option of Treasurer, whether for breach of the agreement or for Treasurer's convenience.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein, the parties agree as follows:

1. This agreement is intended to conform to Kansas law and this agreement's provisions are intended to be construed according to Kansas law. _____

2. As used in this agreement the following terms have the following definitions:

   (a) Taxes: Taxpayer's non--delinquent real property taxes, together with all applicable fees

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which are listed at #12 within; _____

(b) Additional Taxes: Taxpayer's real property taxes (if any) together with all applicable fees and interest which are of record at the time this agreement is executed, but which are not listed at #12 within; _____

(c) New Taxes: Taxpayer's real property taxes (if any) together with all applicable fees and interest which are not of record at the time this agreement is executed, but which become of record after this agreement is executed. _____

(d) Taxpayer: Both the taxpayer signing this agreement and that Taxpayer's lawful designee or representative. _____

3. The parties agree that Taxpayer's failure to strictly comply with any provision of this agreement is a material breach of this agreement and makes the agreement immediately cancelable solely at the option of Treasurer. Treasurer may cancel this agreement following Taxpayer's breach by simply declaring this agreement canceled at any time following taxpayer's breach and by mailing written notice to Taxpayer's last known address. Treasurer's acceptance of payments toward taxes herein, toward any additional taxes or toward any new taxes does not excuse or cure any such breach by Taxpayer. Treasurer's option to cancel this agreement exists from the moment of Taxpayer's breach and thereafter. Taxpayer agrees that Treasurer's expenses in administering this agreement and the program which generated this agreement are approximately equal to (or exceed) any interest which Taxpayer might otherwise earn on the prepayments herein. Taxpayer foregoes any and all claim to interest on payments made hereunder in consideration of Treasurer's administrative expenses, and also in return for Treasurer's execution of this agreement. This agreement may also be canceled at any time by Treasurer for Treasurer's convenience. _____

4. The parties agree that if this agreement is canceled by Treasurer, then Treasurer's agreement to accept installment prepayments of Taxpayer's Non--Delinquent Real Property Taxes described herein at paragraph 12 is of no further force and effect and Treasurer may immediately, at Treasurer's option, either apply all installment prepayments already received to the Taxpayer's Non-Delinquent Real Property Taxes as described herein at paragraph 12 or refund such prepayments to Taxpayer. Any such refund shall bear no interest whatsoever. _____

5. All prepayments made by Taxpayer hereunder will be held in the office of Treasurer for the benefit of taxpayer in a separate account of the Sedgwick County Treasurer's trial balance, with an equal amount recorded in a separate account in the Treasurer's trial balance reflecting the Treasurer's liability. These accounts will be control accounts. A separate sub-account will be established for each Taxpayer in order to accumulate Taxpayer's prepayments. At all times, the sum of the balances in the sub accounts shall equal the amount in the control account. _____

6. All or a portion of prepayments made by Taxpayer hereunder and received by Treasurer before the date that such Taxes become delinquent may be withdrawn by Taxpayer upon written demand of Taxpayer received by Treasurer before the date such Taxes become delinquent. Treasurer will make reasonable efforts to issue the appropriate refund check to Taxpayer upon

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such written demand within 10 business days of the date such written request is received by Treasurer. _____

7. The parties agree that this agreement is unaffected by any Tax Protest, Grievance, or valuation appeal filed or to be filed by or on behalf of taxpayer with regard to the taxes herein, and to additional taxes or new taxes with two exceptions:

   (a) Treasurer will refund to Taxpayer any amounts ordered by the Board of Tax Appeals or a court of competent jurisdiction pursuant to any such tax protest, grievance, or valuation appeal. _____

   (b) Taxpayer acknowledges that if the Board of Tax Appeals or a court of competent jurisdiction, increases the amount for which Taxpayer is liable pursuant to any such tax protest, grievance, or valuation appeal, then taxpayer is responsible for the increased amount regardless of any taxes computed herein. _____

   (c) No tax payment under protest will be accepted by Treasurer unless a timely first or second half payment of those taxes is made by Taxpayer, as required by existing law.

8. Taxpayer agrees that if the increased liability under 7(b) is not satisfied immediately by Taxpayer then this agreement is immediately cancelable solely at the option of Treasurer. _____

9. Taxpayer agrees that so long as this agreement has not been canceled by Treasurer to cooperate with Treasurer and Treasurer's authorized agents. Taxpayer's cooperation shall include but not be limited to the following acts:

   (a) Taxpayer shall notify Treasurer both in writing and by telephone of any change in Taxpayer's residence address, business address, residence telephone number or business telephone number within 24 hours of such change; _____

   (b) Taxpayer shall respond promptly to any effort by Treasurer or the authorized agents of Treasurer to contact Taxpayer, whether such attempted contact is by telephone, in writing or by personal contact; _____

   (c) If Taxpayer fails to cooperate with Treasurer or the Treasurer's authorized agents this agreement is immediately cancelable solely at option of Treasurer. _____

10. The parties agree that the only forbearance by Treasurer is that so long as Taxpayer strictly complies with all provisions of this agreement Treasurer will accept prepayments by Taxpayer of the taxes described at #12, herein. _____

11. The parties agree that, with the exception of the limited forbearance specifically set out at #10 within, all of the provisions of state law remain in full force and effect throughout the term of this agreement. These provisions shall include but not be limited to the following:

   (a) Treasurer's notices shall be mailed to Taxpayer as required by law with regard to the taxes herein, additional taxes and new taxes; _____

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(b) If any of Taxpayer's Property becomes eligible for Tax Foreclosure or Mortgage Foreclosure, such Tax Foreclosure or Mortgage Foreclosure shall proceed as required by law, whether such foreclosure process is with regard to the taxes herein, additional taxes, or new taxes. _____

(c) Taxpayer agrees to redeem immediately any real property upon which taxpayer receives notice that such property is eligible for tax foreclosure or mortgage foreclosure. _____

12. Taxpayer agrees to prepay the following Taxes:

ESTIMATED TAXES		
Tax Year	**Key Number**	**Amount**
[Tax Year]	[Key Number]	[Amount]

Taxpayer agrees to pay the above taxes strictly according to the following prepayment schedule. Time is of the essence in this agreement.

PAYMENT SCHEDULE	
Date Payment	**Amount of Payment**
1/10/02	[Payment Amount]
2/10/02	[Payment Amount]
3/10/02	[Payment Amount]
4/10/02	[Payment Amount]
5/10/02	[Payment Amount]
6/10/02	[Payment Amount]
7/10/02	[Payment Amount]
8/10/02	[Payment Amount]
9/10/02	[Payment Amount]
10/10/02	[Payment Amount]

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(a) Taxpayer agrees that all payments made under the above payment schedule must be received in Treasurer's office before 4:30 p.m. of the date due. If any such payment is not made precisely according to this Payment Schedule this agreement becomes immediately cancelable solely at option of Treasurer. _____

(b) Taxpayer agrees that if any of above installment payments are made by means of a written instrument which is non-negotiable, post-dated, unsigned, illegible in any part or which instrument is dis-honored or otherwise returned to Treasurer unpaid for any reason, or is drawn on an account without sufficient funds to satisfy the instrument then this agreement is immediately cancelable solely at the option of Treasurer. _____

(c) Treasurer agrees that if Taxpayer pays all of Taxpayer's taxes herein in full prior to the due date of the final installment payment, the entire amount of such prepayments will be posted by Treasurer to the taxes described in #12. _____

(d) Taxpayer agrees that any error made in the calculation of taxes is not binding upon Treasurer, and if any such error is made, this agreement is immediately cancelable solely at the option of Treasurer. _____

(e) Taxpayer agrees that approximately two months prior to the due date for the taxes described in #12, the amount of all prepayments accumulated hereunder by the Treasurer will be posted by the Treasurer to the taxes described therein, whether or not such installment prepayments received are sufficient to pay the taxes in full on that date. After such application of prepayments by Treasurer, any unpaid balance of such taxes and any subsequent interest and fees thereon remain the responsibility of Taxpayer, as provided by applicable law. Once Treasurer has applied Taxpayer's accumulated installment prepayments to Taxpayer's Taxes, Taxpayer has no right to make written demand for refund of such prepayments under the terms of this agreement. _____

13. The parties agree that, despite the provisions of this agreement, all applicable fees, interest and other costs required by law shall continue to be added to Taxpayer's taxes herein, Taxpayer's additional taxes, and Taxpayer's new taxes. _____

14. Taxpayer agrees that if additional taxes are discovered following execution of this agreement that this agreement is immediately cancelable solely at the option of Treasurer. _____

15. Taxpayer agrees that during the term of this agreement all of Taxpayer's real property taxes including any new and additional taxes, shall be kept current. If any such real property taxes of Taxpayer become delinquent during the term of this agreement then this agreement is immediately cancelable solely at option of Treasurer. _____

16. The parties agree that despite the provisions of this agreement, Treasurer shall not accept any application for registration of Taxpayer's vehicle if the records of Treasurer show that Taxpayer is delinquent and owes personal property taxes levied against the applicant for any preceding year, all as provided by *K.S.A. 8-173*. _____

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17. The parties agree that the provisions of this agreement represent the sum total of all promises each party has made to one another with regard to prepayment of the taxes herein and that no additional promises outside the written agreement as executed on this date are effective to modify the terms of said agreement except as set out at #18 and #20. _____

18. No agent or employee of Treasurer or any other person except Treasurer has authority to alter or amend any provision of this agreement. No alteration or amendment of any provision of this agreement is binding upon Treasurer unless the alteration or amendment is in writing, signed by Treasurer and attached to this agreement. _____

19. Upon execution of this agreement, Treasurer will provide taxpayer with one set of pre-addressed envelopes and payment coupons. _____

20. Taxpayer acknowledges that Taxpayer has read all provisions of this agreement and the attached "Guidelines Relating to Prepayment of Non-Delinquent Ad Valorem Real Property Taxes" before executing said agreement and that Taxpayer has so indicated by placing initials following every provision of the agreement. All provisions of this agreement continue in full force and effect following execution of this agreement, regardless of whether Taxpayer's initials are missing from any provisions thereof. _____

21. Any written notices generated under this agreement shall be sent to the address listed under each party's signature line, unless modified pursuant to #9(a).

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

[Taxpayer Name]
[Address]

SEDGWICK COUNTY TREASURER
PO Box 2863
Wichita, KS 67201-2863

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