



## AGREEMENT TO PAY FEES

CITY OF AIRWAY HEIGHTS AGREEMENT NUMBER: \_\_\_\_\_

This agreement between the City of Airway Heights and \_\_\_\_\_ whose interest in the project is \_\_\_\_\_, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, (i.e., Owner, Agent, etc....) 200\_\_\_. This agreement is applicable to the project \_\_\_\_\_ known as: \_\_\_\_\_  
\_\_\_\_\_  
(Project address, parcel number or filename & file number)

That individuals and parties named herein as having an interest in the above described property or project agree to the following:

1. Reimburse the City of Airway Heights for project review and inspection fees as specified in the latest Resolution as set by Council, City of Airway Heights. The fees will be based on actual cost incurred by the City of Airway Heights. The fees will be based on actual cost incurred by the City of Airway Heights for project reviews and/or inspections plus a fifteen percent (15%) administrative charge, and will be billed monthly as accrued. Any final billing amounts, to include any late fees or any other expenses incurred in the collection of an overdue amount must be paid prior to the City's acceptance of the project and prior to filing.
2. Reimburse the City of Airway Heights for legal fees for special agreements. Reimbursement will be based on the actual bill of the City Attorney. These agreements may include but not limited to:  
 Franchise Agreement                       Latecomers Agreement  
 Lease/Use Agreement  
 Other Agreement(s)  
\_\_\_\_\_  
\_\_\_\_\_  
 Not Applicable (If no agreements are required, mark this box).

3. The undersigned agrees that these fees are due and payable upon receipt of the billing as specified above.
4. Any invoices not paid within thirty (30) days of the invoice date will be subjected to a late fee charge of 1.5% per month (18% per year) on the unpaid balance of the account and any accrued late fee charges. In addition, if any outstanding balance on the account for this project is not paid within thirty (30) days of the invoice date, no further reviews of the project documents will be conducted until the entire account balance is paid. Any balance on the account for this project not paid within sixty-five (65) days of the invoice date may result in legal action or the initiation of other collection procedures, including referral to a collection agency. The sponsor will be liable for any and all expenses incurred by the City for the collection of overdue accounts.
5. This monthly billing should be sent to the attention of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone # (including area code): \_\_\_\_\_

I understand that failure to pay these fees may result in delay in completion or approval of the project or other possible sanctions.

If this Fee Agreement is completed by someone other than the Sponsor (i.e., the project owner or a principal in the firm sponsoring the project), such as the engineer designing the project, then written authorization from the sponsor specifically authorizing the Agent to execute this Fee Agreement is attached to this Fee Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name