



# RELOCATABLE OFFICE CASH BOND AGREEMENT

BLD # \_\_\_\_\_

Date \_\_\_\_\_

Received by \_\_\_\_\_

ADDRESS OF SUBJECT PROPERTY: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

**THIS CERTIFICATE OF CASH BOND AGREEMENT** IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN SALT LAKE CITY CORPORATION OF THE STATE OF UTAH, HEREINAFTER REFERRED TO AS "CITY", AND

\_\_\_\_\_, HEREINAFTER REFERRED TO AS "APPLICANT" WHO'S ADDRESS IS

(NAME OF APPLICANT)

\_\_\_\_\_

(ADDRESS OF APPLICANT)

**WHEREAS**, IT IS UNLAWFUL TO USE, MAINTAIN OR OCCUPY A TEMPORARY RELOCATABLE OFFICE BUILDING FOR A PERIOD LONGER THAN THAT PROVIDED FOR IN EITHER SECTION [18.84.050](#) OR [18.84.100](#) OF THE CITY ORDINANCES, OR TO USE, MAINTAIN OR OCCUPY ON A PERMANENT BASIS A RELOCATABLE OFFICE BUILDING THAT DOES NOT CONFORM TO THE PROVISIONS OF SECTION [18.84.060](#) , OR SUCCESSOR SECTIONS; AND

**WHEREAS**, THE CITY REQUIRES THE APPLICANT TO GUARANTEE REMOVAL OF SUCH RELOCATABLE OFFICE BUILDING AT THE END OF THE PERIOD PROVIDED FOR IN EITHER SECTION [18.84.050](#) OR [18.84.100](#) , A CASH BOND IS BEING REQUIRED;

**Now, THEREFORE**, IN CONSIDERATION OF THE PREMISES AND FOR OTHER GOOD AND SUFFICIENT CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. THE APPLICANT WILL POST A CASH BOND IN THE AMOUNT OF \$\_\_\_\_\_ (\$1,000.00 FOR EACH UNIT COMPRISING THE RELOCATABLE OFFICE). THE CITY WILL HOLD THE CASH BOND UNTIL THE RELOCATABLE OFFICE HAS BEEN REMOVED FROM THE SITE.
2. THE PARTIES AGREE THAT THE CITY, UPON VERIFICATION THAT THE WORK HAS BEEN COMPLETED AND MEETS CITY ORDINANCES, WILL RELEASE THE CASH BOND TO THE APPLICANT WITHOUT INTEREST.
3. THE APPLICANT AGREES TO BRING THE PROPERTY INTO COMPLIANCE BEFORE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND THAT AFTER THIS DATE; THE CITY MAY USE THE FUNDS FROM THE CASH BOND TO HIRE A FIRM TO BRING THE PROPERTY INTO COMPLIANCE WITH THE ORDINANCES OF THE CITY AND SCOPE OF WORK OUTLINED BY THE PERMIT.
4. THE PARTIES AGREE THAT THE DECISION OF BUILDING SERVICES & LICENSING WILL BE FINAL WITH REGARD TO WHETHER OR NOT THE PROPERTY HAS BEEN BROUGHT INTO COMPLIANCE OR AS TO WHAT ACTION THE CITY SHOULD TAKE AND THE AMOUNT OF EXPENSE INCURRED.
5. THE APPLICANT AGREES THAT, SHOULD THE COST AND EXPENSE OF BRINGING THE PROPERTY INTO COMPLIANCE EXCEED THE CASH BOND AMOUNT, THE APPLICANT WILL BE PERSONALLY LIABLE FOR ALL REMAINING COSTS.
6. THE APPLICANT AGREES THAT, UPON DEFAULT, THE CITY IS REQUIRED TO BRING THE PROPERTY INTO COMPLIANCE, AND THE APPLICANT WILL PAY ALL COSTS INCLUDING ATTORNEY'S FEE AND COURT COSTS INCURRED BY THE CITY IN THE ENFORCEMENT OF THE TERMS OF THIS AGREEMENT.
7. CHECK PREPARED BY \_\_\_\_\_

(APPLICANT, OWNER, ETC.)

**IN WITNESS WHEREOF**, THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

SALT LAKE CITY CORPORATION

BY \_\_\_\_\_

(ZONING ADMINISTRATOR/DESIGNEE)

BY \_\_\_\_\_

(APPLICANT)

\_\_\_\_\_

(TITLE)

STATE OF UTAH            )

)SS.

COUNTY OF SALT LAKE )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE ZONING ADMINISTRATOR/DESIGNEE OF SALT LAKE CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND \_\_\_\_\_, AND SAID PERSON ACKNOWLEDGED TO ME THAT THEY EXECUTED SAME.

(PRINT NAME OF APPLICANT)

\_\_\_\_\_  
NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY, UTAH

MY COMMISSION EXPIRES: \_\_\_\_\_