



**Agreement for Monthly Collection Services**  
**Current Property Tax Payment Program – Pierce County**

Evergreen Note Servicing (hereinafter referred to as “ENS”), is hereby requested to establish a tax payment account to collect and disburse taxes bi-annually to Pierce County Assessor-Treasurer (hereinafter referred to as “County”) on behalf of the below named parties.

**Tax Payer** (hereinafter referred to as “Tax Payer”)

Last Name	First Name	
Last Name	First Name	
Mailing Address		
City	State	Zip
Phone Number	Email Address	

**Property Address**

Site Address		
City	State	Zip
Tax Parcel Number		

ENS is directed to establish a reserve account and collect monthly, an amount equal to the total tax installment due divided by the total number of monthly payments before the tax installment due date.

**ENS Completes**

Tax Year: \_\_\_\_\_

Next Installment Due: \_\_\_\_\_

Installment Due Date \_\_\_\_\_, total due: \_\_\_\_\_

Number of Monthly Payments until Due Date: \_\_\_\_\_

Monthly Payment: \_\_\_\_\_

(Total Due/# of Months to Due Date)

## **Payment Information**

Tax Payer is responsible to deliver monthly payments to ENS no later than the **fifth (5th) day** of each calendar month. ENS will send an annual coupon book to Tax Payer detailing the total amount of the monthly payment due with details on where to send payments.

## **Fees**

In addition to the monthly payment amount calculated by ENS, Tax Payer is responsible for ENS servicing fees including the Monthly Payment Processing Fee and fees for services rendered as outlined on the following Evergreen Note Servicing Fee Schedule. Fees will be added to the payment amount and collected with each payment. Delinquent fees may be taken from any subsequent payments received.

All fees are subject to change with thirty (30) days notices. Tax Payer agrees to pay additional fees charged for extraordinary services whenever (a) Tax Payer requests additional services not set forth herein, (b) conditions of this agreement are not promptly fulfilled, (c) manual interest calculations or disbursements must be made because of changes therein, or (d) Tax Payer becomes involved in litigation concerning this Agreement.

## **Disbursement Information**

ENS will disburse complete tax installments to County no less than five (5) days prior to installment due dates. Accounts with a balance less than the full installment due to County will not be disbursed. Accounts with short balances will be closed and the balance, minus the ENS early termination fee, refunded to Tax Payer within three (3) days of cancellation.

## **Servicing Policies**

1. Payments must be received by 3pm in order to be processed the same day. Payments received after 3pm will be processed the next business day. Post-dated checks are not accepted. ENS also accepts money orders or cashier's check as a form of payment.
2. Partial payments are not accepted.
3. Debits are not processed on weekends or holidays. Tax Payers enrolling in ENS's auto-debit program should schedule withdrawals at least two (2) days prior to the payment due date to ensure timely posting.
4. As a courtesy, ENS offers payments-by-phone. To utilize this service, contact our Customer Service Department. Refer to the ENS fee schedule for pricing. Pay-by-phones payments take 24-48 hours to post to your ENS account. Payments made via our website ([www.notecollection.com](http://www.notecollection.com)) are currently free of charge, but also take 24-48 hours to post to your account. We also accept credit card payments through MoneyGram.
5. Multiple ENS accounts may be paid with one check. Account numbers for each account to which funds should be applied must be included on the check. Failure to include account numbers will result in the payment being posted to one account. ENS may charge for the reapplication of payments when account numbers are not referenced.
6. ENS charges a returned item fee for each NSF debit and/or check returned by the Tax Payer's bank. Refer to the ENS fee schedule for returned item fee processing.
7. ENS requires a minimum processing period of twenty (20) calendar days between the posting of payments and the disbursement of funds.

**GENERAL TERMS:**

**LIMITATION OF RESPONSIBILITY:** It is agreed that ENS shall be responsible only for the exercise of ordinary care in performing the duties set forth herein, and shall be relieved from any further or additional liability beyond the proper crediting and transmittal of funds collected. Tax Payer agrees to indemnify and hold ENS harmless from and against all obligations and liabilities of every kind and nature suffered or incurred, and to pay on demand, all costs, damages, judgments, attorney fees, and expenses in connection with this collection account, except any liability founded on ENS's failure to exercise ordinary care in performing the duties contained herein.

**TAX PAYER AGREES THAT ENS WILL NOT BE RESPONSIBLE FOR ANY OF THE FOLLOWING:**

1. To notify any party of non-payment or declaration of default, change of interest, or ownership, condemnation, or condition of any property; or any encumbrances; and any giving of such notice or notices by ENS shall not be deemed to be an assumption by ENS of any obligation as to the giving of any subsequent notice or notices.
2. To enforce any terms of the tax payment agreement upon default by Tax Payer (if applicable).
3. Any computation or application of funds or other payment provision shall be deemed correct, unless ENS shall receive written notices that the calculation or the application is not correct, within 30 days after notices of such calculation.

**DISPUTES:** If ENS receives or becomes aware of any conflicting demands or claims with respect to this collection agreement, or with respect to the rights of any person making payments, or with respect to any money or property deposited herein, or affected hereby, ENS shall have the right to discontinue any and all acts under this contract until the conflict is resolved to the satisfaction of ENS. ENS shall have the right, but not the obligation, to commence or defend any action or proceedings for determination of any conflict. The Tax Payer agrees to pay all costs, damages, judgments, and expenses, including a reasonable attorney fee sustained by ENS in connection with or arising out of this agreement, including but not limited to any interpleader action brought by ENS. In the event ENS files a suit in interpleader, ENS, by that act, shall be fully released and discharged from all other obligations imposed by this agreement.

**GENERAL:** This agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The venue of any action brought to interpret or enforce any provision of this agreement shall be laid in Pierce County. Tax Payer acknowledges that the specific terms as listed above constitute the complete agreement between Tax Payer and ENS. ENS will not be responsible for the performance of any act of duty not expressly set forth in these instructions, including any act or duty, expressed or implied, arising out of the document deposited. Any amendment to these instructions, shall be in writing, and accepted by ENS.

**CANCELLATION:** This agreement is an irrevocable collection, as indicated above, and is binding upon the parties, their successors, representatives, and assigns. This Agreement may be amended only by the written consent of ENS. This Agreement may be cancelled on thirty (30) days notices to ENS executed by Tax Payer.

By signing below, I/we acknowledge that I/we have read and agree to specific and general terms described above and any additional pages that are part of this agreement:

Tax Payer \_\_\_\_\_ Date \_\_\_\_\_

Tax Payer \_\_\_\_\_ Date \_\_\_\_\_