Escrow Cash Deposit Agreement in Lieu of Parking Tax Collection Bond

City of Los Angeles
Office of Finance
Enforcement Division

Amount (U.S. Currency):_____ Check Number:_____ Date of Deposit: _____

Auto Park Operator Legal Name:_____

Parking Occupancy Tax Number: _____

Business Street Address:_____

City: _____ State:_____ ZIP code:_____

_____(PRINCIPAL) hereby agrees to establish with the City of Los Angeles, Office of Finance, an Escrow Cash Deposit Account (DEPOSIT), pursuant to Chapter 2, Article 1.15, Section 21.15.6(d) of the Los Angeles Municipal Code, in lieu of a Parking Occupancy Tax Collection Bond, in the aggregate sum of dollars ($_____). This DEPOSIT shall secure the payment of all Parking Occupancy Tax (POT), interest, penalties, and fees due to the City of Los Angeles, Office of Finance (CITY) arising from its past, present, or future activities as an Auto Park Operator within the CITY. PRINCIPAL is indebted to the CITY in the above-stated sum, for which payment PRINCIPAL binds itself and its legal representatives and successors, jointly and severally.

The condition of this obligation is that the PRINCIPAL operates a parking facility, for which it collects parking fees, as defined by Chapter 2, Article 1.15, Section 21.15.1(h) of the Los Angeles Municipal Code (LAMC). Pursuant to Chapter 2, Article 1.15, Section 21.15.4 of the LAMC, each Auto Park Operator has the duty to collect the POT imposed by said article. Accordingly, PRINCIPAL, as an Auto Park Operator, has a duty to collect POT. Furthermore, Section 21.15.7 of Chapter 2, Article 1.15 requires each Auto Park Operator to report to the CITY on or before the 25th day of each calendar month the total fees charged and received during the preceding calendar month, and to remit to the CITY the full amount of POT collected and POT not collected but required to be collected. In addition to the foregoing, PRINCIPAL is subject to the business tax provisions of Chapter 2, Article 1 of the LAMC.

If PRINCIPAL, its agents, officers, directors, partners, members, owners and employees, faithfully conform to and abide by the provisions of such ordinances, together with all amendatory and supplementary acts, now and hereafter enacted, and if PRINCIPAL timely, honestly and faithfully remits to the CITY all POT collected and POT not collected but required to be collected, and performs all obligations and undertakings made pursuant to the provisions of such ordinances in the conduct of operating a parking facility by PRINCIPAL, its agents, officers, directors, members, owners and employees, then this obligation shall be null and void; otherwise it shall be in full force and effect and the DEPOSIT shall be non-refundable until the PRINCIPAL ceases to operate as an Auto Park Operator within the CITY and the CITY is satisfied that the PRINCIPAL has fulfilled all obligations under the LAMC relating to its activities as an Auto Park Operator. PRINCIPAL further agrees that there shall not be interest accrual on DEPOSIT, even at such time that DEPOSIT is refunded.

PRINCIPAL may request an administrative appeal hearing, pursuant to Chapter 2, Article 1.15, Section 21.15.10 of the LAMC. PRINCIPAL acknowledges that upon the exhaustion of the CITY's administrative appeals process, if a hearing is granted as authorized by Sec. 21.15.10, the PRINCIPAL shall be liable to the CITY in the amount of the determination or decision of the Assessment Review Officer and/or the Board of Review. PRINCIPAL acknowledges that the CITY may exercise all remedies against PRINCIPAL or any other person determined to be liable for a tax. Upon the finality of an assessment against PRINCIPAL, CITY may seize this DEPOSIT in full or in part to satisfy any portion of the amount owing to the CITY. PRINCIPAL acknowledges that its sole legal recourse if it disputes the validity of the CITY's determination or hearing decision is to file a post-payment suit for refund. PRINCIPAL acknowledges that it will remain liable for the remainder of any liability not satisfied by this DEPOSIT.

The person signing this AGREEMENT states that he or she has the legal authority to enter into this AGREEMENT and to legally bind the Business below.

In witness whereof, this Auto Park Operator/Business duly executed the foregoing this _____ day of _____, 20_____.

Auto Park Operator/Business
(Owner, Partner, Corporate Officer, or Member):_____

Title:_____

Signature of Owner, Partner, Corporate Officer, or Member:_____

Print or Type Name of Person Signing This Release:_____

Approved by Office of Finance Enforcement Division:

TCO Name:_____ TCO Signature: _____ Date Received:_____