Rocky Mountain
Contract Service

3533 GABEL ROAD
BILLINGS, MT 59102
406.831.7350

LONG TERM ESCROW AGREEMENT

Please contact our office for a list of current fees

YOUR FILE NO.: **LONG TERM ESCROW NO.:**

SELLERS / PAYEES ☐ Entity/Trust Name:

Name: _____	**Name:** _____
Address: _____	**Address:** _____
Phone: _____	**Phone:** _____
Email: _____	**Email:** _____
☐ Email Receipts	☐ Email Receipts

1. ADDRESS OF PROPERTY SECURED BY LOAN:

_____

_____

Primary Address for Buyer?

☐ YES

☐ NO

2. MORE THAN ONE PROPERTY?

☐ YES

☐ NO

IF YES:

Number of properties: _____

3. OTHER ADDRESSES:

_____

_____

_____

_____

Subject to the conditions herein, the following documents are hereby deposited with Rocky Mountain Contract Service, 3533 Gabel Road, Billings, Montana 59102, hereinafter referred to as "Escrow Agent."

4. DOCUMENTS TO BE HELD:

☐ Contract for Deed	☐ Deed of Trust / Trust Indenture	☐ Bill of Sale
☐ Notice of Contract	☐ Request for Reconveyance	☐ UCC
☐ Warranty Deed	☐ Mortgage	☐ Mobile Home Title
☐ Quit Claim Deed	☐ Satisfaction of Mortgage	☐ Evidence of Insurance
☐ Promissory Note	☐ W-9 Form	

☐ Other: _____

PAYMENT AND TERMS BASED ON DOCUMENTS HELD IN THE ABOVE SECTION.

5. DISBURSEMENT:

Distribution of payments (following payment of escrow fee and deposit into reserve account, if applicable.):

$ ☐ _____ check mailed to Seller at the address as provided above.

$ ☐ _____ deposit into the Seller's account with _____

- Account Type: Checking ☐ Savings ☐
- Account Name: _____
- Account Number: _____
- Routing (ABA) Number: _____

☐ $_____ Other (describe) _____

6. Escrow Fees payable to Rocky Mountain Contract Service as follows:

A. Opening fee of $_____ shall be paid by
☐ Seller ☐ Buyer ☐ Shared Equally

B. Payment Processing fees to be paid by
☐ Seller ☐ Buyer ☐ Shared Equally

7. INTEREST REPORTING:

You are hereby instructed to report interest on our Long Term Escrow as follows:

_____	_____	_____
Print Name	% of Interest	Signature
_____	_____	_____
Print Name	% of Interest	Signature

Revision 08/10/2022

INITIALS _____/_____

LONG TERM ESCROW AGREEMENT

Please contact our office for a list of current fees

YOUR FILE NO.: **LONG TERM ESCROW NO.:**

BUYERS/PAYORS ☐ Entity/Trust Name:

Name: _____ **Name:** _____
Address: _____ **Address:** _____
Phone: _____ **Phone:** _____
Email: _____ **Email:** _____
☐ Email Receipts ☐ Email Receipts

1. ADDRESS OF PROPERTY SECURED BY LOAN:

_____
_____

Primary Address for Buyer?
☐ YES
☐ NO

2. MORE THAN ONE PROPERTY?
☐ YES
☐ NO
IF YES:
Number of properties: _____

3. OTHER ADDRESSES:
_____
_____
_____
_____

Subject to the conditions herein, the following documents are hereby deposited with Rocky Mountain Contract Service, 3533 Gabel Road, Billings, Montana 59102, hereinafter referred to as "Escrow Agent."

4. DOCUMENTS TO BE HELD:

☐ Contract for Deed	☐ Deed of Trust	☐ Bill of Sale
☐ Notice of Contract	☐ Request for Reconveyance	☐ UCC
☐ Warranty Deed	☐ Mortgage	☐ Mobile Home Title
☐ Quit Claim Deed	☐ Satisfaction of Mortgage	☐ Evidence of Insurance
☐ Promissory Note	☐ W-9 Form	

☐ Other: _____

PAYMENT AND TERMS BASED ON DOCUMENTS HELD IN THE ABOVE SECTION.

5. PAYMENT OPTIONS:

I/We authorize Rocky Mountain Contract Service to debit (charge):

☐ Checking Account No._____ Routing No._____

☐ Savings Account No._____ Routing No._____

Of _____ (Name of Financial Institution) in the amount of $_____ (Payment Amount including any reserve and escrow fees) on the _____ day of each month beginning _____ (Month, Day, Year) (Refer to ACH Debit)

☐ Check or Money Order to be remitted

6. Escrow fees payable to Rocky Mountain Contract Service as follows:

C. Opening fee of $_____ shall be paid by
☐ Seller ☐ Buyer ☐ Shared Equally

D. All subsequent fees to be paid by
☐ Seller ☐ Buyer ☐ Shared Equally

7. INTEREST REPORTING:

You are hereby instructed to report interest on our Long Term Escrow as follows:

_____	_____	_____
Print Name	% of Interest	Signature
_____	_____	_____
Print Name	% of Interest	Signature

INITIALS _____/_____

GENERAL TERMS OF THE ESCROW AGREEMENT

1. Duties of Escrow Agent: The duties of the Escrow Agent are limited to receiving, holding, accounting for and disbursing the monies and documents deposited with the Escrow Agent, pursuant to the terms of this Escrow Agreement. The parties to this Escrow Agreement expressly agree that the Escrow Agent has no duties, other than as expressly set out in this Escrow Agreement, and no implied duties or obligations shall be read into this Escrow Agreement. The duties of the Escrow Agent hereunder are strictly ministerial in nature. The Escrow Agent has not advised, and has no duty to advise, any party of the sufficiency, validity, or legality of any of the documents deposited pursuant to this Escrow Agreement.
2. Payments and Disbursements: All payments to be made pursuant to this Escrow Agreement shall be paid by cashier's check, check made payable to the Escrow Agent and delivered or mailed to it at the address as provided on the other side of this Escrow Agreement. The Escrow Agent's computation or application of the payments shall be deemed correct, unless the Escrow Agent receives notice from either party that the calculation or application is not correct, within 90 days from the date on which notice of such calculation or application was sent to the parties. Escrow Agent shall not be liable for the collection of any item. Following payment of escrow fees and any deposit into a reserve account, if applicable, the balance of the payments received shall be disbursed as provided on the first page of this Escrow Agreement. The Escrow Agent is not responsible to credit any payment or disburse any monies, until the proceeds of the same in cash or cash equivalent has been received. In the event Escrow Agent disburses funds which are later found to be uncollectible, the party receiving such funds shall be responsible to repay such funds to the Escrow Agent, within 5 days following written notice from the Escrow Agent. The Escrow Agent shall have the right to charge back or retain monies as provided by law in the event of any returned item. The Escrow Agent shall not be liable for interest on any money deposited or held in escrow. Escrow Agent has no duty to notify any party that a payment has not been made or that a late charge or other penalty is owing. If the Escrow Agent is disbursing any part of the payments made under this Escrow Agreement in payment of any other debt or obligation, the parties shall promptly notify the Escrow Agent of any changes in the amount to be disbursed in payment of such debt or obligation.
3. Reserve (Tax and Insurance) Accounts: The Escrow Agent is not responsible for the payment of taxes, assessments, insurance premiums or other items, unless this Escrow Agreement expressly establishes a reserve account. If a reserve account is established, the Escrow Agent shall have no duty to pay any taxes, assessment, insurance premium or other billing for which the reserve account is established. In the event the parties fail to provide the billing information and/or there are not adequate funds in the reserve account to pay any item due, the Escrow Agent shall not be responsible for making any payment. The Escrow Agent is not responsible for the deposit, procurement, maintenance or renewal of insurance policies, riders or clauses, nor for the sufficiency thereof. The Escrow Agent is not responsible to advise the parties whether the amount to be paid into the reserve account is sufficient to pay the items to be paid through the reserve account. The parties shall promptly notify the Escrow Agent of any changes in the amount to be paid into the reserve account. Notwithstanding any other provision of this agreement, in no event shall the Escrow Agent be obligated to advance funds or payments. The Escrow Agent shall not be responsible for payment of any penalties or late fees. Escrow Agent shall not be responsible or obligated to solicit or collect past due payments. Escrow Agent is authorized to confirm receipt of deposits made into the reserve account. **THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY ARE SOLELY RESPONSIBLE TO ENSURE THAT APPLICABLE PROPERTY TAXES ARE PAID AND THAT REQUIRED INSURANCE COVERAGE IS MAINTAINED.**
4. Release of Documents: Upon full payment of the amounts to be paid as described in this Escrow Agreement, the Escrow Agent may deliver any documents, monies or other items to the Buyer. Seller shall deliver to the Escrow Agent a full copy of any and all notices of default issued to the Buyer, along with evidence of mailing to Buyer, receipt by Buyer and/or personal service on Buyer of such notices, as is applicable. In the event the Buyer fails to timely cure a default, the Escrow Agent may return all documents, monies, or other items it is holding to the Seller. However, the Escrow Agent is not required to deliver such documents, monies or other items, except upon the parties complying with the terms, conditions and requirements of the Escrow Agent, which may (but are not required to) include the written consent of all parties or the order of a court of proper jurisdiction. As a part of delivering any documents, monies or other items, the Escrow Agent may require the parties (or either of them) to execute an indemnification in favor of the Escrow Agent, in such form as it might require. In the event the Escrow Agent delivers the documents, monies or other items to either party, the Escrow Agent shall not be further responsible or liable in any manner.
5. General Terms Regarding Escrow Fees: The Escrow Agent shall be entitled to fees, based upon its then-current schedule of fees and charges. The Escrow Agent reserves the right to change such fees and charges from time to time, but only after providing the parties 30 days' advance written notice of such change. Escrow Agent also reserves the right to appoint another to serve as escrow agent or to resign as Escrow Agent after providing the parties 30 day advance written notice of such appointment or resignation.

INITIALS _____/_____

6. Tax reporting: The parties agree that the Escrow Agent is authorized to comply with all federal and state laws and regulations relating to the withholding from and/or reporting of payments received pursuant to this Escrow Agreement for income tax purposes.
7. Disputes-Interpleader: In the event the Escrow Agent is in doubt as to whom a disbursement should be made or whether a party has defaulted or in the event of any ambiguity or dispute in regard to the documents or between the parties related in any respect to the transaction evidenced by the documents deposited in escrow, the Escrow Agent may refuse to act in any manner, until either: (a) the parties enter into a written agreement to resolve the doubt, ambiguity or dispute; or (b)the rights of the parties have been fully and finally adjudicated by a court of proper jurisdiction. The Escrow Agent reserves the right to initiate an interpleader action, so the court can resolve the doubt, ambiguity or dispute. In the event the Escrow Agent initiates an interpleader action, the parties each agree and consent to jurisdiction of such action in the District Court of the State of Montana in any county in whichthe Escrow Agent maintains an office. The parties further agree that the Escrow Agent may deposit any monies,documents or other items subject of the interpleader action with the court. The parties agree to reimburse theEscrow Agent for all attorney's fees and costs incurred in evaluating the doubt, ambiguity or dispute and forinitiating and prosecuting the interpleader action.
8. Indemnification: The parties, jointly and severally, agree to defend, indemnify, and hold the Escrow Agent harmless from all claims, demands, losses, attorney's fees and costs incurred by Escrow Agent as the result of any doubt, ambiguity or dispute between the Seller and Buyer concerning the documents deposited pursuant to this Escrow Agreement or the transaction evidenced thereby.
9. Assignment: No assignment, transfer, conveyance, or encumbrance of any right, title or interest in this Escrow Agreement, or the transaction evidenced by the documents deposited in escrow under it, shall be binding upon the Escrow Agent, unless it has received written notice thereof, in a form acceptable to the Escrow Agent, and all fees, costs and charges incident to such transfer shall have been paid. Escrow Agent may rely on any paper, document, or writing believed by it to be authentic in making any delivery of money or property hereunder. The terms of this Escrow Agreement shall inure to and be binding on the heirs, successors and assigns of the parties hereto and the Escrow Agent. Provided, that in the event of the death or incompetence of one or more of the parties, the Escrow Agent shall be authorized to deal only with the duly appointed personal representative, executor or conservator of such party.
10. Disclosure or Information: The parties hereby authorize the Escrow Agent to release information concerning the transaction subject of this Escrow Agreement, including but not limited to balance, payoff, liens, garnishments, and payment histories, to others in the exercise of the Escrow Agent's sole discretion.
11. General Terms: This Escrow Agreement constitutes the entire agreement between the parties. It supersedes all prior written and oral agreements concerning the subject of this Escrow Agreement. In the event the terms of this Escrow Agreement conflict with the terms of any agreement or instrument deposited in escrow as to the rights, duties, and/or responsibilities of the Escrow Agent, the terms of this Escrow Agreement shall control.
12. Liens for Monies Owing: The parties hereby grant to the Escrow Agent a lien on all money, documents or property held in escrow to secure the repayment of all fees, charges or other costs owing to Escrow Agent, under the terms of this Escrow Agreement.
13. Attorney's Fees: In addition to any other provisions herein entitling the Escrow Agent to recover attorney's fees and costs, it is agreed that in the event the Escrow agent finds it necessary to employ an attorney to represent its interests in resolving any doubt, ambiguity or dispute in any way related to this Escrow Agreement or to defend or protect the property subject of this Escrow Agreement or to protect the interests of the Escrow Agent, that the parties shall be jointly and severally liable to reimburse the Escrow Agent for all costs and attorney's fees it might incur.
14. Limitation of Liability: The Escrow Agent shall not be liable for direct, indirect, incidental, special or consequential damages resulting from its actions under this Escrow Agreement. Nor shall the Escrow Agent be liable for destruction or loss of documents or monies held caused by any act of God. In no event will the Escrow Agent's liability exceed the total amount charged to the parties hereunder for escrow fees and charges.

The undersigned have read and received a copy of the Escrow Agreement, including the General Terms, and Addendums contained on the following pages, and agree to be bound by its terms and provisions.

Sellers/Payees:		**Buyers/Payors:**	
_____	_____	_____	_____
Signature	Date	Signature	Date
_____	_____	_____	_____
Signature	Date	Signature	Date

INITIALS _____/_____

RESERVE (TAX and INSURANCE) ADDENDUM TO LONG TERM ESCROW AGREEMENT

YOUR FILE NO.: _____ LONG TERM ESCROW NO.: _____

Reserve payment:
$_____ (Insurance Reserve)
$_____ (County Real Property Taxes)
$_____ (Mobile Home Personal Property Taxes)
$_____ **Total (Transfer amount to page one)**

In addition to the terms and conditions contained below, review Paragraph 3 of the General Terms concerning the Parties' other responsibilities with regard to Reserve Accounts.

The Parties agree that in addition to the regular monthly installments due under the applicable Documents, buyer agrees to pay Escrow Agent the sum equal to 1/12 of the estimated annual taxes and/or property/casualty insurance premiums for the subject property. It is understood that the monthly reserve amounts may fluctuate from time to time due to the increase or decrease in the required payment of taxes and insurance. Escrow Agent agrees to deposit said sums in an appropriate account and to pay said sums as provided in this Escrow Agreement.

☐ **INSURANCE RESERVE INSTRUCTIONS**

It will be the Parties' obligation to see that property/casualty insurance is maintained on the property in accordance with the terms and conditions of applicable Documents escrowed herein. Escrow Agent is authorized to pay the premiums on the policy set forth below, as they become due, and to accept renewal policies written through the agent listed below, for the payment unless notified by the Parties, in writing, 30 days prior to the expiration of the existing policy that a new insurance agency has been retained. It is understood that the Escrow Agent has no responsibility or liability to maintain any insurance coverage on the property, but is only obligated to pay the insurance premium invoices presented for payment by the Parties. The Escrow Agent is not responsible for forwarding copies of the polices to the Parties.

Please pay premium/renewal notices for the following company:

Policy No.:	Agent's Name:
Company:	Address:
Annual Premium Amount: $	
Next Due Date:	Telephone No.:

☐ **TAX RESERVE INSTRUCTIONS**

*** If more than 1 parcel or Mobile Home attach each separately**

Escrow Agent is authorized to pay property taxes on the tax parcel described below. Payment is to be made semi annually in May and November of each year. Escrow Agent shall not be liable to advance funds if there is a shortage. Escrow Agent is not responsible for payment of penalties or interest due on late payment of taxes. Escrow Agent is authorized to confirm payment of taxes to the Parties upon request.

Parcel No.:	County:
Estimated Annual Tax: $	Next Due Date:
Property Address:	

Sellers/Payees: **Buyers/Payors:**

_____ _____ _____ _____
Signature Date Signature Date

_____ _____ _____ _____
Signature Date Signature Date

INITIALS _____/_____