



CONTINUOUS UTILITY SERVICE AGREEMENT

This AGREEMENT entered into this _____ day of _____, 20____, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as “City,” and _____, hereinafter referred to as “Landlord.”

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide continuous utility service to the premises specified herein regardless of changes in occupancy.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Term. This Agreement shall be effective as of the date first-above written and shall continue in effect until terminated by either party hereto by giving three (3) days written notice to the other party or until otherwise terminated by action of any federal or state agency or court. The termination of this Agreement shall not relieve Landlord from its obligation to pay for any charges accrued prior to the effect date of termination.
2. Cost. A transfer fee will be charged to the Landlord and billed to the premises account each time service is discontinued by a tenant.
3. Responsibility for Payment. This Agreement provides for continuous water, sewer, and garbage service to the premises specified herein. Landlord shall be solely responsible for payment of all charges incurred following discontinuance of service by a tenant until such time as another tenant of those premises assumes responsibility by appearing in person at the Utility Billing Department of the City and signing for utility service at the location, regardless of whether or not Landlord receives notice from the outgoing tenant. In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of service, the City’s records will be deemed conclusive. In the event that Landlord fails or refuses to pay as billed, this Agreement shall be cancelled, the provisions of Section 4 herein shall apply, and procedures for termination or services will be instituted in accordance with applicable sections of the Pocatello Municipal Code.
4. Notices. Landlord agrees to provide written notice to the City addressed to the Utility Billing Department of any change in his mailing address or phone number. Billings by the City will constitute the sole notification to the Landlord by the City of discontinuance of service by a tenant.
5. Assumption of Risk. The Landlord hereby assumes any and all risks which may be occasioned by continuous utility service to premises, including, without limitation, continuous water service. Such risks include, but are not limited to,

freezing of water fixtures, water damage resulting from open or broken fixtures, and theft of water. Landlord also assumes the risk that a new tenant may neglect to sign up for utility service in that tenant's name and that Landlord will continue to be billed for such utility service, and also assumes the risk that a tenant may cancel utility service yet continue to reside at the premises and use services for which Landlord will be billed.

6. Cancellation. In the event Landlord cancels this Continuous Service Agreement, Landlord will not be eligible to enter into another Agreement relating to the premises listed herein, for a period of six (6) months. Failure of Landlord to pay bills promptly when due shall constitute sufficient grounds for cancellation of this Agreement by the City, and shall render Landlord ineligible to enter into any Continuous Utility Service Agreement for any premises for a period of six (6) months.
7. Miscellaneous. This Continuous Utility Service Agreement supersedes all prior written or verbal agreements between the parties relative to continuous utility service to the premises specified above. Failure by any party to insist upon the strict performance of any duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach, agreement, term or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Continuous Utility Service Agreement the day and year first-above written.

STATE OF IDAHO)

: SS

County of Bannock)

On this _____ day of _____, 20_____,
Before me, the undersigned, a Notary Public in and for the State, personally appeared _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first-above written.

NOTES AND REFERENCES

Discussion

Motivation