

CITY OF CHUBBUCK

CONTINUOUS UTILITY SERVICE AGREEMENT

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

RECITAL:

Landlord rents to Tenants the premises listed below and subject to this Agreement and the purpose of this Agreement is to provide continuous 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 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. **Responsibility of 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. If 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 Chubbuck Municipal Code. Landlord consents to and agrees the City has rights to make an assessment under Idaho code section 50-1008 and/or make a claim under Title 45, Chapter 5, Idaho Code.
3. **Notices.** Landlord agrees to provide written notice to the City addressed to the Utility Billing Department of any change in Landlord's 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.
4. **Assumption of Risk.** The Landlord hereby assumes any and all risk 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. Landlord is responsible for requiring and following up with a tenant to sign up for utility services with the City.
5. **Cancellation.** If 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 plus require additional deposit fees held for each property beyond the minimum.
6. **Miscellaneous.** Failure by any party to insist upon the strict performance of any duty, agreement or condition of the 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.
7. **Deposit.** At execution of this Continuous Utility Service Agreement the Landlord shall deposit the adopted set deposit resolution amount for each service location connection for this Continuous Utility Service Agreement as set by Chubbuck City ordinance 13.04.090.

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

CITY OF CHUBBUCK, a municipal corporation of Idaho

BY: _____
Clerk, Utility Billing Department

LANDLORD(S)

Primary

Printed Name: _____

Secondary

Printed Name: _____

Is property by Managed by Management Company? _____

Management Company: _____

Mailing Address: _____
City State Zip

Phone Number(s): () _____ () _____

Email Address(s): _____

PREMISES ADDRESS:

1- _____

Account#: _____

2- _____

Account#: _____

3- _____

Account#: _____

4- _____

Account#: _____

5- _____

Account#: _____

Additional accounts list on separate sheet.