

Property Owner/Agent Agreement and Authorization for City Services
City of Wilder, 107 4th Street, Wilder, Idaho 83676

Application Date: _____

Service Effective Date: _____

Owner's Name(s) & Mailing Address:

Service Address:

Wilder, Idaho 83676

Account Number: _____

Home Phone No. _____

Send Bill To:

_____ Owner _____ Property Manager _____ Tenant

Work Phone No. _____

Property Manager – Name & Mailing Address:

Terms and Conditions

Owner (“Applicant”) hereby requests that the City of Wilder (the “City”) provide utility services. Applicant agrees to pay for the services at the rate, time and manner required by the Wilder City Code and rate resolutions of City Council. If the provisions of this contract and the provisions of the Wilder City Code conflict, the Wilder City Code shall govern. The City has the right to impose and enforce the penalties provided in such code for non-payment and untimely payment, and to change the rate at any time. The City will make reasonable efforts to notify applicant of rate changes but the absence of receipt of such notice shall not waive the City’s right to collect the new rates. The City may at its option install such meters, meter reading devices and other devices it deems necessary to control and measure the quantity of water supplied. Supply of water and sewer services is subject to the provisions of the Wilder City Code. The City is neither responsible nor liable to the applicant for any damage that may be caused to applicant or applicant(s) property by any failure of the water system that occurs in the building(s) and the City water shut-off valve. Similarly, the City is neither responsible nor liable for any failure of the sewer system occurring on applicant’s property. The City is not liable to the applicant for the consequences, if any, of reductions or interruptions in water supply caused by construction, power failure, fire suppression, repairs, shut-off by reason of non-payment of rates, or otherwise, nor shall any of the same reduce or eliminate applicant’s obligations to pay the rates. The failure to receive a bill does not diminish or eliminate applicant’s obligation to pay the rates. Applicant’s obligation to pay the rates continues until such time that a transfer of ownership of the premises is recorded at the County Recorder’s Office, or until a replacement owner/applicant of the same premises applies for service and completes a contract for service, and such new application is approved by the City.

Applicant agrees that only a representative of the City be allowed to turn on or off any City utility service. The Applicant further agrees to take no action to obstruct, cover meters or shut off devices or otherwise prevent the City’s authorized representative from making records, readings and inspections of the location, condition and sufficiency of pipes, fittings, valves, cocks, fixtures and appliances. Applicant agrees to grant free access to the City’s authorized representative during reasonable hours to carry out such official duties necessary for the proper operation and

Agreement and Authorization for City Services (Continued)

maintenance of water and sewer systems. Denial of access to or any physical or verbal abuse of any employee carrying out such duties shall entitle the City to discontinue service to the applicant, among other remedies.

Utility bills become delinquent on the date stated on the face thereof. Penalties and service charges are applied to utility bills that are delinquent.

Each applicant desiring water, sewer or both services shall pay a refundable deposit to the City.

If the property is rental property, the owner must sign this contract. Naming a property manager/authorized agent shall not relieve the owner of the duty to pay all utility services charges.

This contract was agreed to and executed in Idaho, and Idaho law governs its interpretation. The District Court of the State of Idaho, in and for Canyon County shall have exclusive jurisdiction over any litigation arising under this contract or dealing with the matter of utility services at the service address. The Applicant agrees as a condition of receiving such service, to waive any right to appear in District Court to settle a dispute arising from such service, unless he or she first complies with the administrative procedure set forth in Wilder City Code.

In further consideration for the provision of municipal utility services, an owner contracting with the City to have his premises receive such services hereby expressly consents to the placement of a lien upon his or her premises in the event charges for utility service become delinquent. Additionally, a service charge in the amount of one hundred dollars (\$100) shall be included in the lien filed with the county recorder, which shall also be required to be paid in satisfaction of full payment of the lien. Such service charge being for the purpose of filing expenses and labor incurred in the production of paperwork required for the lien.

If an owner has hereby designated an Authorized Agent, such Agent shall be deemed by the City, to be authorized by said owner to act on behalf of said owner in all matters relating to this contract for utility services. The City shall presume that said Owner's agent is acting in the best interest of Owner, and with Owner's full knowledge and consent with respect to all matters and business conducted pursuant to this contract. All billings, notifications, correspondence, and other business dealings between Owner's Authorized Agent and the City shall have the same legally binding effect as if the City were transacting said matters or business directly with the property owner. Before a person can serve as authorized agent, such person must be in the business of, and regularly engaged or employed as a professional leasing agent or property manager.

*****Rental Properties*****

I, the undersigned, being the property owner of the above-described property and account, do hereby instruct the City of Wilder to send the monthly billing statements for utility services to the current tenant. I do hereby acknowledge that I have been advised and I agree, that I will remain responsible for unpaid account balances for water, sewer and sanitation services; I acknowledge that I will not receive monthly statements for this account. If the account becomes delinquent, I will receive a copy of each delinquency noticed that is sent to the tenant. I further agree that any and all amounts due for water, sewer, and sanitation services shall constitute a lien on the real property to secure all amounts due. Liens will be released when payment is collected.

THIS REQUEST SHALL REMAIN VALID UNTIL THE PROPERTY OWNER NOTIFIES THE CITY OF WILDER AND/OR A NEW DIRECTIVE IS FILLED OUT AND FILED WITH THE CITY CLERK OF THE CITY OF WILDER.

Agreement and Authorization for City Services (Continued)

A NEW TENANTS NAME AND UTILITY SERVICES WILL NOT BE ADDED UNTIL THE CURRENT ACCOUNT BALANCE IS PAID IN FULL OR ARRANGEMENTS HAVE BEEN MADE WITH THE CITY CLERK.

I do hereby certify that I am the owner or duly authorized agent to make this request of the owner of the subject property receiving the service.

Signature of Owner

Date

Signature of City's Authorized Representative

Date