

CITY OF IDAHO FALLS LANDLORD UTILITY AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____,

by and between _____

("Landlord") and the CITY OF IDAHO FALLS UTILITY DEPARTMENT ("CITY")

Landlord's Social Security No.: _____ Home Telephone No.: _____

Mailing Address: _____

Place of Employment: _____ Work Telephone No.: _____

1. TERM. This agreement shall be effective as of the date set forth above. It shall continue in effect until terminated by either party by giving seven (7) days written notice to the other party, unless otherwise cancelled by the City in accordance with Paragraph 4 of this Agreement. The termination of this agreement shall not relieve Landlord from its obligation to pay for any charges accrued prior to the effective date of termination.

2. CONTINUOUS ELECTRICAL SERVICE. This Agreement allows Landlord to elect (a) to have the City continue to provide electrical service upon termination of service by tenant or (b) to have the City disconnect electrical service upon termination of service by tenant. Landlord may elect to have City continue to provide electrical service at any location, Landlord must sign and date Option A below and complete Part A of Exhibit A attached to this Agreement. If the Landlord elects to have the City disconnect electrical service at any location, Landlord must sign and date Option B below and complete Part B of Exhibit A. **If the Landlord fails to elect to have the City continue electrical service at any location, the City will disconnect electrical service at that location upon termination of service by tenant,** regardless of whether that location is listed in Part B of Exhibit A. If a tenant's utility bill becomes delinquent and he/she fails to make arrangement for payment with the City Utility Credit Department, service may be terminated without notifying the landlord.

OPTION A. Landlord requests the City to continue to provide electrical service, upon termination of service by tenant, at the locations listed in Part A of Exhibit A. Landlord agrees to pay promptly all charges for electrical service to each listed location following termination of service by tenant and until such time as electrical service is formally transferred to a new tenant at the same location.

Landlord

Date

OPTION B. Landlord requests the City to disconnect electrical service and seal electric meters at the locations listed in Part B of Exhibit A, regardless of the time of year, upon termination of service by tenant.

Landlord

Date

3. OTHER CITY UTILITY SERVICES. If Landlord elects to have the City disconnect electrical service at any location upon termination of service by tenant, the City shall at the same time discontinue providing garbage, sewer and water service at that location. If Landlord elects to have the City continue electrical service at any location upon termination of service by tenant, the City will continue to provide garbage, sewer and water service to that location and Landlord agrees to pay promptly all charges for such utility services following termination of such service by tenant and until such time as such services are formally transferred to a new tenant at the same location.

A. Exception. Landlord may request in writing that the City turn off water service at any location listed in Part A of Exhibit A. There shall be no charge to Landlord for turning the water service on or off; however, Landlord understands and acknowledges that Landlord or his designated representative must be at the location when water service is turned on. Landlord further acknowledges and understands that water service cannot be turned on during any weekend or on a legal holiday.

4. CANCELLATION FOR CAUSE. If Landlord fails to pay promptly when due charges for electrical service or other utility services provided pursuant to this Agreement, the City at its option may immediately cancel this Agreement. Cancellation of this agreement shall not relieve Landlord from its obligation to pay for any charges accrued prior to the effective date of cancellation.

5. NOTICES. Any notices required or permitted by this Agreement shall be in writing. Notices shall be sent by first class United States mail, certified mail, return receipt requested. Notices to Landlord shall be addressed to Landlord at Landlord's mailing address set forth above. Notices to the City shall be address to the City of Idaho Falls Utility Department, Post Office Box 50220, Idaho Falls, Idaho 83405. Notices shall be deemed to be delivered upon deposit in the United States mail in the manner provided above.

6. WAIVER. Landlord agrees that the City, its officials and employees, shall not be held liable for any personal injury or for any loss or damage to property that may result from the continuation or discontinuation of electrical service or other utility services made pursuant to this Agreement.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreement, contracts and understandings pertaining to its subject matter. The parties agree that all other representations, negotiations or statements not expressly set forth in the Agreement shall be of no force and effect. The parties further agree that any modification to the terms of this Agreement shall not be effective unless set forth in writing signed by the parties.

LANDLORD SIGNATURE

CITY OF IDAHO FALLS REPRESENTATIVE

EXHIBIT A

PART A

I WISH TO HAVE THE ELECTRICAL SERVICE AND OTHER CITY UTILITY SERVICES AT THE FOLLOWING ADDRESSES PUT INTO MY NAME UPON TERMINATION OF SERVICE BY TENANT.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

PART B

I WISH TO HAVE THE ELECTRICAL SERVICE AND OTHER CITY UTILITY SERVICES AT THE FOLLOWING ADDRESSES DISCONTINUED AND THE ELECTRIC METER SEALED UPON TERMINATION OF SERVICE BY TENANT:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

REMARKS, SPECIAL INSTRUCTIONS, OR ALTERNATIVE CONTACT PERSON AND TELEPHONE NUMBER:

Executed this _____ day of _____, 20 _____

FOR OFFICE USE ONLY

Put in computer by _____ Date _____

revised by _____

revised by _____

revised by _____

LANDLORD SIGNATURE

CITY OF IDAHO FALLS REPRESENTATIVE