

**Thermalito Water & Sewer District**

410 Grand Avenue • Oroville, CA 95965  
Phone 530-533-0740 • Fax 530-533-9243

**Agent/Tenant Billing Agreement**

**Account Information**

Account No.: \_\_\_\_\_  Water  Sewer  
Service Address: \_\_\_\_\_ AP No.: \_\_\_\_\_

**Landowner/Agent Information**

Legal Owner's Name: \_\_\_\_\_  
Agent's Name: \_\_\_\_\_ Agent Form Dated: \_\_\_\_\_  
Agent Mailing Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**IMPORTANT! Contact information *must* be kept current. It is the responsibility of the Landowner to notify TWSD, in writing, of any contact information changes in a timely manner.**

**Account Status**

Rental  Turn-on  Turn-off / Standby

**Inactive Account Standby Charge**

As landowner/agent of the property identified above, I hereby request that water service to the above listed property be discontinued (locked/turned off). I understand that a standby charge, determined by current pricing and the size of the meter, will be billed to the property's account and will continue until service is reactivated and the lock removed.  
Initials \_\_\_\_\_

**Customer Must be Present when Service is Turned-on**

I am aware that I, or a representative for me, must be present when the water is turned on. It is my responsibility to check all fixtures and piping before the water is turned on. Open faucets or leaking pipes may cause water damage and I acknowledge responsibility for any damage that may occur due to open faucets or leaking pipes when the water is turned on.  
Initials \_\_\_\_\_

**Tenant Billing and Landowner's Account Responsibilities**

I request that duplicate monthly billing for this account be sent to the tenant at the address listed below and agree to pay the monthly duplicate billing fee. I am aware that utilities will be established only in the name of the property owner/agent. Although I have made arrangements with the tenant to have (him/her) pay the monthly utility bill, I am aware that I am ultimately responsible for payment delinquencies.  
Initials \_\_\_\_\_

Tenant Billing Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**I have read the Terms & Conditions appearing on the reverse side and agree to be bound by them.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_  Owner  Agent

## **Agreement – Terms & Conditions**

1. The District will mail a duplicate monthly utility bill to the tenant occupying the service address noted, subject to Landowner's payment of a duplicate mailing fee. This mailing fee will reflect the costs of generating and mailing duplicate bills. This fee will be determined by the District Board of Directors and will be reviewed from time to time. The duplicate bill mailing fee will be charged on the monthly utility bill as a separate line item. The duplicate bill will be addressed to 'Resident' and will be mailed to the address noted on the other side of this form.
2. At (his/her) discretion, Landowner/Agent may require a tenant occupying the Property to pay the monthly utility bill. If, however, such tenant fails to pay a utility bill when due, Landowner/Agent will be required to pay any delinquent utility bill, including any delinquency related fees upon receipt of a late notice mailed with the following month's utility bill, which states that the previous month's service charges are unpaid and owing. If Landowner/Agent fails to pay the previous month's utility bill within the time permitted in the late notice, the District may exercise all remedies available to it for collecting the delinquent utility charges, including recording a lien against the Property, terminating services to the Property and sending the unpaid utility bill to collection.
3. If the District, in its sole discretion, determines that the payment history of the tenant is unacceptable, the District may require Landowner/Agent to terminate duplicate bill mailings to the Property and to assume sole and direct responsibility for paying all utility service fees and charges on the Property. The District shall provide a minimum of 30 days written notice of a termination of Landowner/Agent's duplicate bill mailing privileges and imposition of the requirement that Landowner/Agent assume sole financial responsibility for all utility charges incurred on the Property.
4. Landowner/Agent may at any time voluntarily terminate duplicate bill mailings to the Property and assume sole and direct responsibility for paying all District fees and charges incurred on the Property. If Landowner/Agent desires to terminate duplicate bill mailings, (he/she) will provide a written termination request to the District. The termination will take effect upon the next complete billing cycle after the notice of termination is given.
5. Landowner/Agent agrees to abide by and be subject to all of the District's Regulations Governing Water Service, except as they may specifically be amended by this Agreement.
6. Landowner/Agent, and for each of (his/her) successors and assigns, hereby agrees to protect, defend, indemnify and hold the District, and its directors, officers, employees and agents, harmless from and against, any and all claims, demands, causes of action, obligations, liabilities, costs, and expenses (including without limitation attorney's fees, expert witness fees and costs of litigation) based upon or arising out of any obligation, liability, loss, damage, or expense, of whatever kind or nature, contingent or otherwise, arising out of Landowner's breach of the obligations under this Agreement, except to the extent that such breach is caused by the sole negligence or willful misconduct of the District, or its directors, officers, employees and agents.
7. This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. This Agreement constitutes the entire agreement between the parties relating to the subject matters hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement will be of no force or effect unless it is in writing and signed by the District and Landowner/Agent.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California with venue proper only in the Superior Court for the County of Butte.
9. If any action at law or in equity, arbitration or other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees, expert witness fees, and cost of such litigation, arbitration or other proceeding, in addition to any other relief to which it may otherwise be entitled.
10. Any notice or other communication under this Agreement will be in writing, and will be deemed to be properly given by a Party if delivered, mailed or sent by facsimile or other electronic communication in the manner provided in this paragraph, to the addresses noted on the front page. Either Party may change that Party's address by giving written notice of the change to the other Party in the manner provided in this section. If sent by mail, a notice or communication will be deemed to have been given four days after it has been deposited in the United States mail, postage prepaid, and addressed as set forth above. If sent by facsimile or other form of electronic communication, any notice or other communication will be deemed to have been given only after it has been confirmed in writing as received. If delivered personally, any such notice or other communication will be deemed to have been given on the date of delivery.