

# Agua Special Utility District Alternate Billing Agreement For Rental Accounts

Owner's Name: \_\_\_\_\_ Meter No: \_\_\_\_\_

Rental Property Address: \_\_\_\_\_ Owner's Acct No: \_\_\_\_\_

\_\_\_\_\_ Renter's Acct No: \_\_\_\_\_

\_\_\_\_\_

**(AS PER THE AGUA SUD RULES- SECTIONS 3-7 AND 4-8 - SERVICE TO RENTAL PROPERTY)**

I, the Owner of the Rental Property, hereby authorize Agua Special Utility District to send all bills for utility service to the Rental Property to the person(s) and address below until further written notice:

Renter's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

If the Renter notifies the District to cancel utility service, the utility bills will automatically be sent to the Owner's Account No. \_\_\_\_\_ and I will be responsible for payment thereafter. I understand that I am ultimately responsible for paying all bills for utility service provided by the District to the Rental Property, including any and all delinquent fees and charges for service to the Rental Property, and for ensuring that the Renter of the Rental Property complies with all of the District's Rules regarding the provision utility service. I will be notified by the District prior to disconnection of service to the Rental Property for non-payment of service or other violations of the District's Rules. Any termination of service to the Rental Property will be done in accordance with the District's Rules and will not be reinstated until all debt on the account has been retired or any violations of the District's Rules corrected. I understand that I must sign a new Alternate Billing Agreement each time I have a new renter of my Rental Property.

\_\_\_\_\_  
Signature of Customer/owner

\_\_\_\_\_  
Date

# Agua Special Utility District Service Application and Agreement For Renters

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

Applicant's (Renter) Name: \_\_\_\_\_

Customer's (Property Owner) Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ Meter Number: \_\_\_\_\_

Billing (Renter) Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number (home): \_\_\_\_\_ Work Number: \_\_\_\_\_

I, \_\_\_\_\_, hereby agree to obtain and pay for [*check the applicable service*]  water utility service  water and sewer utility services from Agua Special Utility District in accordance with its Rules as amended from time to time by the Board of Directors of the District, and agree to pay the District for utility services pursuant to the requirements of the District's Rules and upon the terms and conditions set forth therein. With this application, I have paid the required deposit for utility services, which will be refunded upon termination of utility services to the Property unless there is a balance owned on my account. I agree that the District has the right to apply the security deposit to the unpaid utility account balance before the District refunds the balance of the deposit (if any) to me. I agree that the District may discontinue utility service for failures to comply with the District's rules and policies or for failure to pay any utility service fees or charges as required by the District's Rules. I agree to notify the District to cancel the utility service if I vacate the Property.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date of signature

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

White, not of Hispanic Origin     Black, not of Hispanic Origin     American Indian or Alaskan Native     Hispanic     Asian or Pacific Islander     other (specify) \_\_\_\_\_     Male     Female

**For Office Use Only:**

Alternate Billing Agreement for Rental Accounts provided and signed by customer: \_\_\_\_ Yes \_\_\_\_ No

Driver's License Number of Applicant: \_\_\_\_\_

Security Deposit Amount: \$150.00 Security Deposit Payment Method: \_\_\_\_ Cash \_\_\_\_ Check

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Denied

\_\_\_\_\_  
Date of Denial

Reason for Denial: \_\_\_\_\_

### **Sec. 3-7. Service to Rental Property.**

a. No water service shall be provided to rental property unless the owner of the property is a Customer of District as provided by the Rules.

b. The Customer/owner of the rental property is responsible for paying all water charges, fees, and fines for water service to the Customer's rental property and ensuring the Customer's rental property complies with the Rules regarding the provision of water service. Except as provided by subsection c. herein, the District shall not bill a renter/lessee on behalf of the Customer. However, if the Customer's account becomes delinquent, the renter/lessee may pay the District for all charges to avert disconnection or to reconnect water service.

c. Notwithstanding subsection b., a renter/lessee of a rental property may obtain water service from and be billed directly by the District upon meeting the following requirements:

(1) The renter has completed in full and signed the District's Service Application and Agreement for Renters;

(2) The owner of the rental property has completed in full and signed the District's Alternate Billing Agreement for Rental Accounts; and

(3) The renter has paid to the District a refundable security deposit in the amount of \$150. If the renter will also be billed directly by the District for sewer service in addition to water service, the total security deposit shall be \$150.

d. If water service is provided to a renter/lessee pursuant to subsection c., the renter/lessee must provide notice to the District to cancel the water service when the renter/lessee vacates the property. Upon notice of cancellation by the renter/lessee, all billings for the property shall be sent to the Customer/owner of the property. The Customer/owner is responsible for any outstanding balances for water service to the property. In accordance with subsection e., the District will apply the renter/lessee's security deposit to the outstanding balance before seeking payment of the outstanding balance from the Customer/owner.

e. The District shall refund the renter's deposit to the renter if the renter discontinues water service and pays all outstanding water service bills. The District may apply the renter's security deposit to the renter's unpaid utility account balance before the District refunds the balance of the deposit to the renter.

f. A renter/lessee who vacates the rental property and seeks service under subsection c. at a new service address must file a new application and meet the service requirements of the District to obtain service at a new service address.

**Sec. 4-8. Service to Rental Property.**

a. No sewer service shall be provided to rental property unless the owner of the property is a Customer of District as provided by the Rules.

b. The Customer/owner of the rental property is responsible for paying all sewer charges, fees, and fines for sewer service to the Customer's rental property and ensuring the Customer's rental property complies with the Rules regarding the provision of sewer service. Except as provided by subsection c. herein, the District shall not bill a renter/lessee on behalf of the Customer. However, if the Customer's account becomes delinquent, the renter/lessee may pay the District for all charges to avert disconnection or to reconnect water service for failure to pay for the sewer service.

c. Notwithstanding subsection b., a renter/lessee of a rental property may obtain sewer service from and be billed directly by the District upon meeting the following requirements:

(1) The renter has completed in full and signed the District's Service Application and Agreement for Renters;

(2) The owner of the rental property has completed in full and signed the District's Alternate Billing Agreement for Rental Accounts; and

(3) The renter has paid to the District a refundable security deposit in the amount of \$150. If the renter will also be billed directly by the District for water service in addition to sewer service, the total security deposit shall be \$150.

d. If sewer service is provided to a renter/lessee pursuant to subsection c., the renter/lessee must provide notice to the District to cancel the sewer service when the renter/lessee vacates the property. Upon notice of cancellation by the renter/lessee, all billings for the property shall be sent to the Customer/owner of the property. The Customer/owner is responsible for any outstanding balances for sewer service to the property. In accordance with subsection e., the District will apply the renter/lessee's security deposit to the outstanding balance before seeking payment of the outstanding balance from the Customer/owner.

e. The District shall refund the renter's deposit to the renter if the renter discontinues sewer service and pays all outstanding sewer service bills. The District may apply the renter's security deposit to the renter's unpaid utility account balance before the District refunds the balance of the deposit to the renter.

f. A renter/lessee who vacates the rental property and seeks service under subsection c. at a new service address must file a new application and meet the service requirements of the District to obtain service at a new service address.