



Rio Linda / Elverta
 Community Water District
 730 L Street / P.O. Box 400, Rio Linda, CA 95673
 Website: www.rlecwd.com / email: questions@rlecwd.com
 (916) 991-1000 / 7:00 a.m. – 4:00 p.m. / Monday – Friday

Owner / Tenant Billing Agreement

Date of Agreement: _____ Effective Date: _____ Account Number: _____

Service Address: _____

Owner Information

Legal Owner Name: _____

Mailing Address: _____ E-mail: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

This Owner/Tenant Billing Agreement (“Agreement”) is made effective at Rio Linda, California on the date of this agreement, by and between Rio Linda / Elverta Community Water District (“RLECWD”), a California public agency (“District”), and the above noted, legal owner, (“Landlord”), for the purpose of permitting the District to mail duplicate bills for water service to the Landlord and tenant renting or leasing Landlord’s property and guarantee that Landlord will pay any water bills becoming delinquent due to non-payment by Landlord’s tenant.

Recitals

- A. Landlord is the owner of certain real property and improvements located at the above noted service address, Sacramento County, California, which is designated as Sacramento County Assessor’s Parcel Number : _____ - _____ - _____ (“Property”);
- B. Landlord has established water service to the Property and requests that the District mail a duplicate water service bill to Landlord’s tenant occupying the Property to permit the tenant to pay water bills and other fees and charges incurred on the property directly to the District.
- C. The District is willing to mail a duplicate bill to Landlord’s tenant at the Property address and permit the tenant to pay water service bills, subject to Landlord’s agreement to retain full and final financial responsibility for payment of water service fees and charges incurred on the Property on the terms and conditions set forth in this Agreement.
- D. Landlord is willing to accept duplicate bill mailing service, to guarantee full and final payment of District water service conditions set forth in this Agreement.

Agreement

1. The District will mail a duplicate bi-monthly water service bill to the tenant occupying the Property, subject to Landlord’s payment to the tenant occupying the Property, subject to Landlord’s payment of a duplicate mailing fee of \$1 established by the District to reflect the costs of generating and mailing a duplicate bill. The duplicate bill-mailing fee will be charged on the bi-monthly water service bill as a separate line item. The duplicate bill will be addressed to “Occupant” at the Property address.
2. At (his/her/its) discretion, Landlord may require a tenant occupying the property to pay the bi-monthly water service bill. If, however, such tenant fails to pay a water service bill when due, Landlord will be required to pay any delinquent water bill including any delinquency related fees upon receipt of a late notice. Ten (10) days following the mailing of late notices, the District may discontinue water service for delinquent charges that remain unpaid. A written notice will be served at the property of water service forty eight (48) hours prior to discontinuation of service. A notification charge may be applied, for which the Landlord will also be responsible to pay, if not paid by the tenant. The District shall not be obligated to adjust notification time or other procedures due to the Landlord’s/Tenant’s absence for any reason and consequential delay of receipt of such notice. Notice at the property shall be deemed sufficient notice to permit service termination for non-payment regardless of who occupies the property. Following the 48 hour period, service may be terminated for non-payment and discontinuation charge shall be applied. Service may be reinstated pursuant to Section 4.07.710 of the District’s Policy Manual following payment of delinquent charges. In addition to the above, if Landlord fails to pay the water service bill within the time permitted in the late notice, the District may exercise all remedies available to it for collecting the delinquent water service charge, including recording a lien against the Property, terminating water service to the Property, and sending the unpaid water bill to collection.

Initials. I acknowledge that I have read and consent to the terms and conditions above.

3. If the District, in its sole discretion, determines that the payment history of the tenant is unacceptable, the District may require Landlord to terminate duplicate bill mailing to the Property and to assume sole and direct responsibility for paying all water service fees and charges on the Property. The District shall provide a minimum of 30 days notice of a termination of Landlord's duplicate bill mailing privileges and imposition of the requirement that Landlord assume sole financial responsibility for all water service charges incurred on the Property.
4. Landlord 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 Landlord desires to terminate duplicate bill mailings, (he/she/it) will provide a written termination request to the District General Manager in the manner provided in section 11 of this Agreement. The termination will take effect upon the next complete billing cycle after the notice of termination is given.
5. Landlord 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. Landlord, and for each of (his/her/its) 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 Landlord'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 Landlord.
8. The District and Landlord each acknowledge that he/she/it and their attorneys have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any document executed and delivered by either party in connection with the transactions contemplated by this Agreement.
9. 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 Sacramento.
10. 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 attorneys' fees, expert witness fees, and costs of such litigation, arbitration or other proceeding, in addition to any other relief to which it may otherwise be entitled.
11. 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 pages. Either Party may change the 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 three 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.

Signature of Legal Owner: _____ **Date:** _____

I am the legal owner of the property and consent to the terms of the agreement.

For Use By RLECWD Only

Date Agreement Received: _____ Date Completed: _____ Completed By: _____

Comments / Notes: _____