

**CITY OF OGALLALA**

**AGREEMENT WITH LANDLORD FOR WATER AND SEWER SERVICE**

This agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Ogallala and \_\_\_\_\_ (landlord).

**WHEREAS**, the *Landlord* is the owner or manager of certain real property located at \_\_\_\_\_ (*Property address*), which *Property* consists of one or more residential units (each a "Unit") intended to be occupied pursuant to rental agreements between *Landlord* or the owner of the *Property* and one or more individuals (*each a "Tenant"*); and

**WHEREAS**, *City of Ogallala* does or might provide water and sewer service to the *Property* and its separate Units; and

**WHEREAS**, *Landlord* desires to provide for the continuation of water and sewer service to the *Property* upon the termination of service to a Unity by a Tenant.

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions herein set forth, the parties agree as follows:

1. Whenever a Tenant to whose account water and sewer service is then being provided to a Unit notifies *City of Ogallala* that such Tenant intends to vacate the Unit or otherwise desires to terminate his or her water and sewer service account for such Unit, and, prior to the date so requested for termination, *City of Ogallala* does not receive either (a) a request from a new Tenant of the unit to have the water and sewer service continued to the account of such new Tenant, or (b) instructions from *Landlord* to terminate service to the Unit as requested by the terminating Tenant, then, upon terminating service to the requesting Tenant's account, *City of Ogallala* shall automatically create a new water and sewer service account for the Unit in the name of the *Landlord*, and shall not disconnect water and sewer service to the Unit.
2. Water and sewer service to a Unit transferred to *Landlord's* account pursuant to paragraph 1 shall remain to the account of *Landlord* until the same is either (a) terminated by *Landlord* pursuant to *Landlord's* notice to the *City of Ogallala*, or (b) transferred to a new tenant or (c) otherwise terminated by the *City of Ogallala*.
3. A default by *Landlord* on any account created in the name of the *Landlord* pursuant to paragraph 1 shall constitute and may be treated by *City of Ogallala* as a default by *Landlord* with respect to any and all of *Landlord's* other water and sewer service accounts respecting the Property.
4. This agreement shall remain in effect until terminated by either party giving written notice of termination to the other. Termination of this Agreement shall not affect the rights or obligations of either party with respect to any water and service account then in effect, including any account transferred hereunder to *Landlord*.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date and year first above written.

**CITY OF OGALLALA**

**LANDLORD**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CUSTOMER ACCOUNT NUMBER \_\_\_\_\_