



# City Utilities

172 N Second Street Decatur, IN 46733 | 260.724.7171 | www.decaturin.org

Kevin Hackman  
Utilities Auditor

## **PROPERTY OWNER AUTHORIZATION & AGREEMENT**

*Please Print*

### **Individual(s)**

Name(s): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

SSN: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### **Business Entity**

Name of Business Entity: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EIN: \_\_\_\_\_ Phone: \_\_\_\_\_

Resident Agent: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

### **Property Management Co**

Name of Company: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

# **PROPERTY OWNER AUTHORIZATION & AGREEMENT**

Attached hereto in Exhibit "A" are a list of Owner's rental properties (listed by street address) to which Owner requests the City to provide utility services (water, sewer, stormwater, fire protection, and sanitation services) and for which Owner requests the City to invoice a tenant of a listed property directly for such services. In consideration of the City granting such request, the Owner acknowledges and agrees to the following:

1. Utility services provided to a listed property of an Owner benefits the property. As a result, the Owner is responsible to pay for such utility services for each listed property. In the event service to a listed property is placed in the name of Owner's tenant, as requested herein, Owner is jointly and severally liable for all unpaid utility bills invoiced directly to Owner's tenant.
2. In the event a final bill or a prior month utility bill and late charge are invoiced as part of the next month's bill and such bill is not paid in full by Owner's tenant by the invoice due date, service shall be returned to the Owners's name and Owner shall be invoiced for all delinquent amounts. Water service and sanitation services shall be discontinued to such rental property unless all amounts owed to the City are paid in full within 10 days of the date of the invoice to Owner.
3. Failure on the part of Owner to cause payment in full to be made to the City within 10 days of the date of the invoice to Owner, shall cause Owner to be liable for a reconnect fee and all costs of collection including, but not limited to, reasonable attorney fees and statutory interest and shall also result in such property being removed as an eligible property for invoicing of utility services in the name of a tenant so long as Owner continues to own the property.
4. Owner shall be responsible for causing Owner's tenant to complete and file with the City a Utilities Application form (to be provided by the City) on or before the date tenant takes possession of a listed property. No utility account shall be established in the name of a tenant until such form is properly completed and filed with the City by the tenant.
5. In the event of the transfer of possession of a listed property from one tenant to another, it shall be the responsibility of the Owner to cause a Utilities Application form to be filed with the City by a new tenant. Until such form is filed by a new tenant, service shall remain in the tenant's name on file with the City, unless service is placed in the name of the Owner either at the request of the Owner or due to an unpaid delinquency. Service shall not be transferred to a new tenant until such time as all invoiced utility charges are paid in full.
6. In the event of a transfer of ownership of a listed property, it shall be the Owner's responsibility to notify the City of such change of ownership. Minimum monthly utility charges shall continue to accrue for services to such property, regardless of occupancy. In the event Owner has notified the City of such change of ownership and has requested a final reading, Owner shall only be liable for utility services to the date of the final reading. Subsequent thereto, water and sanitation services shall be discontinued to said property and such services shall not be reinstated to such property until such time as a new Owner requests service to be transferred and pays all unpaid utility charges. Failure on the part of an Owner to notify the City of a transfer of ownership and request a final reading shall result in the Owner continuing to be liable for minimum monthly utility charges for utility services to such property, regardless of occupancy, until a new Owner requests such service to be established in the new Owner's name or until a new Owner has completed and filed this form with the City to allow service to be placed in a tenant's name.
7. In the event a tenant of Owner files a Utilities Application form with the City and one or more persons listed as tenant previously failed to pay for City utility services at a prior address, the City shall have the right to refuse to transfer service in the name of the tenant, in which case service shall remain in the name of the Owner.
8. The City shall have the right to modify the terms and conditions contained herein at the sole discretion of the City Board of Public Works and Safety.
9. This form once completed, signed and filed by the Owner with the City shall apply to the properties listed on Exhibit "A" attached hereto. In the event the Owner desires to modify the list of properties, by adding properties or deleting properties, such modifications shall be in writing and shall be filed with the City with a request that Exhibit "A" be amended accordingly.
10. The undersigned, as the Owner of the properties listed on Exhibit "A", has the unrestricted legal right to agree to the terms and conditions contained herein and is the true legal owner of such properties. In the case of a Business Entity, the undersigned is duly authorized to execute the Authorization and Agreement for and on behalf of the Business Entity and the Business Entity has taken all necessary legal action to authorize such execution.

**Signatures:**

For Individuals:

Sign \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_

For Business Entity:

Name of the Business Entity: \_\_\_\_\_  
Sign \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_ Title \_\_\_\_\_