
MONTICELLO UTILITY COMMISSION

**REVERT-TO-OWNER CONTRACT
FOR
CONTINUOUS UTILITY SERVICE**

Contract Number

The undersigned Owner(s)/Property Manager(s) of the premises listed herein request the Monticello Utility Commission to continue service to the respective premises during periods of time when service is not furnished under a tenant's contract. In consideration thereof, the Owner(s)/property Manager(s) agree, during such periods, to pay for all services furnished to the premises, in accordance with the current utility service policies and procedures of the Monticello Utility Commission.

By signing this contract, you are agreeing to be responsible for utility services and related costs between the time service to outgoing tenants is terminated and service to incoming tenants is initiated. A \$25.00 service fee will be required upon each RTO transaction, If at any time, the rental property continues in the Landlord's name after a 30 day period, the Landlord will then be required to pay a \$50 meter deposit for that location. Furthermore, you understand and acknowledge that no notification will be given to you by the Monticello Utility Commission when a tenant requests to terminate or activate service. You are not, however, agreeing to accept responsibility for service while the account is established in the name of a tenant.

For this reason, the Monticello Utility Commission reserves the right to terminate service to your tenant for non-payment or interference with normal service (i.e. meter tampering). Billing for continued service will NOT automatically revert to you under such circumstances, nor will notification be given when this occurs. Once service has been terminated for non-payment or interference with normal service has occurred, service at the premises will be reinstated only if proof is provided to the Monticello Utility Commission that the non-paying tenant no longer occupies the premises. Owner (s)/Property Manager(s)/Tenants may be defined services in the instance the Owner(s)/Property Manager(s) are delinquent at any utility service location.

Furthermore, you are agreeing to provide a list (Attachment A) of utility service addresses for premises to maintain continuous utility service. The Owner(s)/Property Manager(s) must notify the Monticello Utility commission service addresses to be added or deleted from the program in writing.

The Owner(s)/Property Manager(s) acknowledge and understand that the Monticello Utility Commission is not responsible for any costs or damages incurred from automatically reverting services to the Owner(s)/Property Manager(s) (i.e. leaks, etc.)

This contract for continuous utility service shall be made in an initial term of twelve months and shall automatically renew for subsequent terms of twelve months until terminated for any reason by written notice from one party to the other including noncompliance with the Monticello Utility Commission's policies and procedures. The Owner(s)/Property Manager(s) understand that failure to pay any utility bill in their name may result in transfer of the outstanding balances to another account, submission of unpaid balances to Hillcrest Credit Agency, disconnection of service, and/or removal of service.

MONTICELLO UTILITY COMMISSION

ATTACHMENT B

Contract Number

Return this completed agreement to P O Box 549, Monticello, KY 42633 or fax to 1-606-348-0484.
Please keep a copy for your records.

Fill in the following required information:

Print Owner/Landlord Name _____ Title _____

Daytime Phone: _____ Cell Phone: _____

Landlord's Home or Business Address; _____

Email Address: _____

Social Security Number or Tax ID Number: _____

WHEREAS: In the accompanying list, please place the following service location into the name of _____, to be hereinafter referred to as "Landlord" who is the owner or rental agent of rental units (the location of said units are indicated on Attachment A) receiving service from the Monticello Utility Commission and:

WHEREAS: Landlord wishes to maintain continuous water/sewer/garbage services at such locations during periods when such units are unoccupied:

NOW, THEREFORE, in consideration of mutual agreement herein:

1. Landlord agrees to be responsible for the payment of said services rendered during such periods when the service is in Landlord's name. Delinquency of Landlord's bill could result in termination of this agreement. In such event, the Monticello Utility Commission may refuse to provide this automatic transfer service to the Landlord in the future.
2. The Monticello Utility Commission will supply a contract number. It must be provided when transacting business on the accounts covered by this agreement.
3. Landlord agrees to provide the Monticello Utility Commission upon request, the forwarding address of all prior tenants, if the Landlord has such forwarding addresses.
4. It is mutually understood and agreed that the sole purpose of this agreement is to maintain continuity of service at rental property of Landlord in the event departing tenant orders the Monticello Utility Commission to discontinue service.
5. It is further mutually understood that this agreement does not cover discontinuance of service resulting from lack of identification, failure to pay bad debt or security deposit at time of tenant turn on, or non-payment of water billings, i.e., if tenant is delinquent in paying his/her water bills, service may be discontinued without notice to the Landlord. This agreement does not extend obligation of the Monticello Utility Commission to Landlord beyond those provided by law.
6. The Landlord agrees to promptly notify the Monticello Utility Commission in writing if he or she, wishes to change the billing address for this agreement, sells the property(ies) or ceases to operate the covered rental units, needs to add or delete properties, change or discontinue this agreement. In addition, any request for turn off water service at the specific rental unit already transferred into the Landlord's name, whether temporary or permanent, must also be in writing or faxed to 1-606-348-0484. Please write contract number on all correspondence. Adding a property to your contract will not automatically activate a meter that is not in use. To activate meters at your property that are not in use, please contact our office.