



**CITY OF REDDING UTILITIES
WILL-CALL LANDLORD AGREEMENT**

I, the undersigned, am the owner of real property which I periodically lease or rent. When tenants vacate these premises, it is to my advantage to have **all** utility services connected in my name. I understand that I must contact the City of Redding Utility Office each time I wish to initiate or discontinue service.

I hereby agree that, as owner and landlord, I will be personally liable to the City of Redding for the cost of **all** utility services provided me while these services are held in my name as owner/landlord. I understand as the owner of the property, I may be billed for vacant usage when metered services are used and no service contract is in force.

If I fail to notify the City of my new tenant(s), I understand that there will be no adjustments allowed for billing to my account in the event that my new tenant fails to sign for service.

I understand that I may assign the responsibility for contacting the City of Redding to one or more authorized representatives for the purpose of transferring accounts into my name between tenancies. I understand that said agents will have the authority to make any and all changes, the same as I, the property owner. Said agents will be designated by virtue of an Appointment of Agent Agreement, which will serve as an addendum to this Landlord Agreement.

I further acknowledge that this agreement shall remain in full force and effect until I give notice to the City of Redding that I no longer desire this agreement to bind me, or my agents, as set forth above.

Property Owner's Name: _____

Social Security # (last 4 digits): _____ **Driver's License #/State:** _____

Phone #: _____ **Alternate Phone #:** _____

Property Owner's Signature: _____

Property Owner's Name: _____

Social Security # (last 4 digits): _____ **Driver's License #/State:** _____

Phone #: _____ **Alternate Phone #:** _____

Property Owner's Signature: _____

Property Owner's Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address (for utility bills): _____

City: _____ **State:** _____ **Zip:** _____

FOR OFFICE USE ONLY

Customer No: _____ **Date Received:** _____ **Date Entered:** _____ **Initials:** _____



CITY OF REDDING UTILITIES LANDLORD APPOINTMENT OF AGENT

This APPOINTMENT OF AGENT AGREEMENT is entered into by and between ("Principal") and ("Agent") as described under Recitals.

RECITALS

- A. "Principal" is the owner of real property as described under Agreement in paragraph 2 ("Property").
- B. "Agent" will act as the Principal's authorized representative.
- C. Principal and Agent desire to enter into a relationship whereby the Agent is authorized to act on behalf of the Principal in matters concerning the City of Redding's provision of utility services to the Property,.

AGREEMENT

1. **Appointment of Agent.** Principal hereby appoints Agent, and Agent hereby accepts the appointment, to act as Principal's representative and to act on behalf of Principal in all matters concerning the City of Redding's provision of utility services to the Property.
2. **Property.** The property which is the subject of said agreement is on the attached Landlord Property List. Principal shall notify the City of Redding in writing of any change in ownership of the Property at least thirty (30) days prior to the date of the change in ownership.
3. **Term.** The term of this agreement shall commence upon the date it is signed by Principal and shall terminate upon receipt by the City of Redding of a written notice of termination indicating either Principal's or Agent's desire to terminate this agreement.
4. **Obligations of Principal.** Nothing in this agreement shall be construed to either (1) alter the primary responsibility of Principal to comply with all regulations governing the provision of utilities to the Property or to pay for all utilities provided to the Property, or (2) release Principal, from any liability, whether past, present, or future, for compliance with all regulations governing the provision of utilities to the Property or for payment for all utilities provided to the Property.
5. **Notices to the City of Redding.** Any notices required to be given to the City of Redding under this agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the City, or in lieu of such personal service, send by United States mail, registered or certified, return receipt requested, addressed as follows: City of Redding, Utility Customer Services, 3611 Avtech Parkway, PO Box 496071, Redding, California 96049-6071.
6. **Entire Agreement and Modification or Amendment.** This agreement contains all the representations and the entire understanding and agreement between the parties pertaining to Principal's appointment of Agent as Principal's authorized agent for all matters concerning the City of Redding's provision of utility services to the Property. This agreement shall not be altered, amended or modified except in writing and signed by Principal and Agent and received by the City of Redding pursuant to paragraph 5.
7. **Severability.** If any term, covenant, or condition in the agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement, or the application of that term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity and non-enforceability, and all other terms, covenants, and conditions of the agreement will be valid and enforceable to the fullest extent permitted by law.
8. **Headings, Reference and Joint and Several Liability.** The titles and headings of the various sections of this agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this agreement. Masculine, feminine and the neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. If either party consists of more than one person each such person shall be jointly and severally liable.

- 9. **California Law.** The agreement shall be construed and interpreted in accordance with the laws of the State of California.
- 10. **Time of Essence.** Time is of the essence of this agreement and of each and every provision in this agreement.
- 11. **Date of Agreement.** The date of this agreement shall be that date that it shall have been signed by Principal.

Authorized Agent's Name: _____

Authorized Agent's Address: _____

Authorize Agent's Telephone Number: _____ Social Security/Tax ID Number: _____

Authorized Agent's Name: _____

Authorized Agent's Address: _____

Authorize Agent's Telephone Number: _____ Social Security/Tax ID Number: _____

Principal (Owner) Signature

Date

Principal (Owner) Signature

Date

Authorized Agent Signature

Date

Authorized Agent Signature

Date

Authorized Agent Signature

Date

FOR OFFICE USE ONLY

Customer No: _____ Date Received: _____ Date Entered: _____ Initials: _____

