



# ORANGE WATER AND SEWER AUTHORITY

*A public, non-profit agency providing water, sewer and reclaimed water services to the Carrboro-Chapel Hill community.*

## Property Manager Agreement

Date: \_\_\_\_\_

Property Manager or Owner / Landlord: \_\_\_\_\_

DBA: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Social Security or Federal Identification Number: \_\_\_\_\_

### **Purpose**

The purpose of this Agreement is to prevent the interruption of water and sewer service provided by Orange Water and Sewer Authority (OWASA) to a rental unit from the time one tenant moves out until another tenant moves in; and to make water and sewer services available to the property manager or owner / landlord (hereafter referred to as "Landlord") without requiring Landlord to setup a new account and incur the applicable service initiation fee. Landlord recognizes the substantial savings afforded in being able to maintain OWASA service in Landlord's name in such interim periods without new service initiation fees, and in consideration of such benefits, has agreed to enter into this Agreement.

### **Terms**

Landlord hereby requests and authorizes OWASA, upon its receipt of a service termination request from Tenant, to transfer responsibility for the property's OWASA service account to Landlord. Upon execution of such transfer, OWASA will bill Landlord's account for fees and charges related to the services provided to Landlord's property and Landlord will be responsible for and shall pay all sums coming due on the said account until service is terminated or transferred to another tenant's name.

Upon receipt of Tenant's service termination request, OWASA will:

1. Perform a final meter reading in accordance with OWASA's normal business practices; and
2. Mail a final bill for OWASA services to the former Tenant at his or her forwarding address.
3. Begin billing Landlord's account for OWASA services provided to Landlord's property.
4. Bill Landlord for a "name-change fee" as specified in OWASA's Schedule of Rates, Fees and Charges.

The terms of this Agreement do not apply in cases where Tenant’s service is terminated for non-payment, or when the Tenant’s account is unpaid, or for any reason other than Tenant’s request for termination of service. If service is terminated for non-payment and Landlord subsequently requests OWASA to reconnect service to the property, Landlord will be required to pay a “service connection fee” as specified in OWASA’s Schedule of Rates, Fees and Charges. (If service is terminated for non-payment and Tenant subsequently requests OWASA to reconnect service to the property, Tenant will be required to pay the “service connection fee.”)

OWASA may refuse to establish or re-establish service in the name of Landlord if Landlord has a past due balance on any OWASA account.

Landlord will promptly notify OWASA in the event that:

1. Any property that is subject to this Agreement is sold.
2. A tenant of any property that is subject to this Agreement is evicted, or the tenant occupying the Property changes.

Whether or not Landlord continues to own the property, until this Agreement is terminated Landlord shall remain liable for and shall pay any charges arising from continuing service to the Property as a result of the terms of this Agreement.

**Termination of Agreement**

This Agreement shall remain in effect until Landlord submits a written request for termination to OWASA.

**Violations of Agreement**

In addition to forfeiture of Landlord’s deposit, Landlord shall be liable and shall pay to OWASA any costs, expenses, and fees, including its attorneys’ fees, incurred as a result of any litigation arising out of OWASA’s provision of service to the Property or any other obligation undertaken in this Agreement.

The signature below indicates Landlord has agreed to perform the obligations set out herein.

\_\_\_\_\_  
Landlord (print)

\_\_\_\_\_  
Landlord (signature)

\_\_\_\_\_  
Date Signed

