



INDEPENDENCE

★ UTILITIES ★

REVERT-TO-OWNER CONTRACT FOR CONTINUED UTILITY SERVICE

The undersigned owner(s) of the property address listed herein request the City of Independence, Missouri (City) to continue utility service to the attached list of property address during periods of time when the service is not under a tenant's name. In consideration thereof, the owner(s) agree during such periods to pay for all services furnished to the property address in accordance with the rules and regulations of the City.

By signing this contract, you are agreeing to be responsible for services between the time the outgoing tenant terminates service and the incoming tenant initiates service. You are not agreeing to accept responsibility for service while the account is in a tenant's name. For this reason, the City reserves the right to terminate service to your tenants for non-payment or interference (diversion) with normal service. Service will not automatically revert to you under such circumstances. Once service has been terminated due to non-payment or interference (diversion), service at the property address will be reinstated when following criteria is met: 1.) arrangements are made to pay all amounts due and owing on the account in full 2.) proof is provided to the City that the non-paying tenant no longer occupies the property address.

For non-owner occupied units, the owner may request, in writing, through an agreement to be provided by the City that Utility Service to the property address not be Terminated or Discontinued upon the rendering of a final Bill for a tenant. In these cases, the owner will assume responsibility and agrees to pay all charges and fees incurred for services provided to the residence or property address from the date of the current Customer's final meter reading until a new Customer or Applicant shall request and be approved for Utility Services. Approval for the new service shall be expressly contingent upon (and service may be Discontinued for the failure of) the owner promptly paying said charges for interim Utility Service when due. (Combined Utility Customer Service Rules and Regulations 5.06.A)

The owner(s) agree that should repairs to the owner-maintained portion of the water service line and appurtenances become necessary, upon proper notification by the City's Water Department, the owner(s) will arrange for repairs to be made in a timely manner.

No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code

All owner(s) must acquire a Rental Ready License and inspection before services can be started under the owner(s) or tenants (Ordinance 18766)



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This contract shall remain in full forces and effect if the owner(s) comply with the City's applicable rules, or until the owner(s) present **written notice of termination**. The owner(s) must notify the City of Independence Utility Customer Service **of any additions or removal of properties in writing**.

The landlord must agree to the following:

- The landlord understands that this contract is to continue utility service to a property to avoid the discontinuance of service and to protect the property against potential damage that could be incurred due to utility service being discontinued.
- The landlord acknowledges that if a property is sold or they no longer wish to have the service automatically revert, that it is the responsibility of the landlord to notify the City of Independence to cancel this contract. Note: Title companies do not notify the City of changes in ownership.
- The landlord acknowledges that it is the landlord's responsibility to notify the City of Independence any time there is an update of personal information such as mailing address or phone number for proper notifications.
- If the landlord has previously been in arrears with the City of Independence, a deposit requirement may not be waived.
- The landlord acknowledges that if Diversion, or theft of utility service, is discovered, this contract may be null and void and service to my property may be stopped immediately.
 - The landlord acknowledges that an investigation will occur to determine the responsible party, necessary restitution, and corrective actions.
- The landlord also understands that an account will not revert into their name if services are disconnected for non-payment until either documentation is received stating customer vacated the premises or 30 days pass.
- Any billing statement shall be deemed a final and accurate account stated as provided by Ordinance, or otherwise, upon the mailing of the next following billing statement until the landlord during the intervening period notifies the Utility Customer Services division of the Utility Department for errors or irregularities.
- The landlord shall protect City property on the premises served by the account from unnecessary damage, and to allow access to such property by duly authorized personnel during all reasonable hours.
- The landlord shall abide by and comply with the rules and regulations of the City of Independence, and any amendments, that govern the relationship between the City of Independence and its utility customer.
- The City of Independence reserves the right to revoke landlord reversion at any time.
- The landlord may add or remove accounts from landlord reversion only be written request to Utility Customer Service.
- Collection fees will be assessed to delinquent bills in landlord's name.



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Property Owner Printed

Phone

Property Owner Signature/Date

Alternative Phone

Joint Property Owner Printed

Property Management Company (if applicable)

Joint Property Owner Signature/Date

Property Mgmt. Contact Number

(Please attach Management Contract)

FEIN/SSN

Rental Ready License

City of Independence Business License

COI Utility Customer Number

Mailing Address

