



LANDLORD UTILITY TRANSFER AGREEMENT

The purpose of this Agreement is to provide continuous Doña Ana Mutual utility service to the properties specified in this Agreement and to authorize the Doña Ana Mutual Domestic Water Consumers Association, Customer Service to transfer water and/or wastewater without interruption in service to the Landlord, when a tenant requests to have their services discontinued.

As the owner, I understand and agree to the following conditions:

1. **Ownership** – The Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement.
2. **Continuous Service** – The Landlord desires Doña Ana Mutual water and/or wastewater utility services to continue when a tenant requests that such services be discontinued.
3. **Responsibility for Payment** – The Landlord shall be responsible for payment of all utility service charges and related fees for services provided and billed for a property listed on this Agreement. The Landlord shall remain responsible for payment for those services billed, even after a new tenant or new property owner establishes services for the same property. The Landlord shall also remain responsible for payment for those services billed under the landlord's name, even after the Landlord contacts Utility Customer Service and requests that the account for the property be closed in their name. A terminated contract between the owner and any leasing agent or property manager shall not relinquish the leasing agent or property manager's responsibility to pay any outstanding bills in their name.
4. **Term** – This Agreement shall be effective for each property listed on Exhibit "A" for two (2) years from the date of execution or until the Landlord provides written notice to Utility Customer Service that a listed property is no longer subject to the Agreement. The Landlord shall execute a new Agreement for each property still subject to this Agreement at the expiration of the two (2) year period.
5. **Non-Payment (Tenant)** – This Agreement does not extend to instances where a tenant's services are discontinued for non-payment.
6. **Non-Payment (Landlord)** – The Doña Ana Mutual may cancel this Agreement for all properties if any of the accounts become delinquent and may not approve a Landlord Utility Transfer Agreement going forward.
7. **Bill Dispute** – In the event of a dispute regarding the date of discontinuance, or the effective date of service, the Doña Ana Mutual's records will be deemed conclusive.
8. **Assumption of Risk** – The Landlord assumes any and all risks which may be occasioned by continuous utility service to the listed properties, including, without limitation, continuous water service. Such risks include, but are not limited to, freezing of water fixtures, water damage resulting from open or broken fixtures, and theft of water. The Landlord also assumes the risk that a new tenant may neglect to sign up for utility service in that tenant's name and the Landlord will continue to be billed for such utility service, and also assumes the risk that a tenant may cancel utility service yet continue to reside at the premises and use services for which the Landlord will be billed.
9. **Landlord's Authorized Agent** – The Landlord's authorized agent, such as a leasing agent or property manager, will be required to provide documentation demonstrating the authority to act on the Landlord's behalf.
10. **Notice of Request to Discontinue Service** – The Doña Ana Mutual will not be required to notify the Landlord in advance of any tenant's request to discontinue service.
11. **Notice of Account Transfer** - The Doña Ana Mutual will mail the Landlord notification that utility services have been transferred to the Landlord's name and that the previous tenant(s) may have left an outstanding balance which, if not paid, may result in a lien on the subject property.

