



## City of Aztec

201 W. Chaco St.  
Aztec, NM 87410

(505) 334-7670

[www.aztecm.gov](http://www.aztecm.gov)

## Landlord Utility Transfer Agreement

### Terms and Conditions

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The purpose of this agreement is to provide continuous service to the properties specified in this agreement and authorizes the City of Aztec to transfer the services of electric, water, sewer and trash without interruption in service, for the property owner, when a tenant requests to have their services discontinued.

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

1. **Ownership** - Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement.
2. **Continuous Service** - Landlord desires electric, water, sewer and trash service to continue when a tenant requests services be discontinued.
3. **Responsibility of Payment** - Landlord shall be responsible for payment of all utility service charges and related fees for services provided and billed under Landlord name, until a new tenant or property owner establishes an account, by appearing in person at the Utility Billing Office to establish utility service for a premise listed on this agreement or until the Landlord contacts the City of Aztec and requests account be closed.
4. **Term** - This agreement shall be effective no later than 2 business days of receiving agreement and shall be effective for each property listed on Exhibit A until the Landlord provides written notice to the City of Aztec that a listed property is no longer subject to the agreement.
5. **Non-Payment (Tenant)**- This agreement does not extend to instances where a tenant's services are discontinued for non-payment. See item 11 for additional information.
6. **Non-Payment (Landlord)**- The City of Aztec may cancel this transfer agreement for all properties if any of the accounts become delinquent; and in addition, a deposit for each location may be required for all future service requests.
7. **Bill Dispute** - In the event of a dispute regarding, the date of discontinuance, or the effective date of service the City'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 premises, including, without limitation, continuous water or electric service. Such risks include, but are not limited to, freezing of water fixtures, water damage resulting from open or broken fixtures; excessive electric use due to heating or cooling units being left on and theft of water or electricity. 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 Landlord will be billed.
9. **Owner's Authorized Agent** - The owner's authorized agent, may be required to provide documentation demonstrating the authority to act on the owner's behalf.
10. **Notifications**- Landlord agrees to provided notification to the City any changes in his mailing address, contact phone numbers, change of authorized agent, sell of property listed in this agreement.
11. **Notice to Discontinue Service for Non-Payment** – City of Aztec shall not be required to notify Landlord in advance of any Tenant's request to discontinue service. City of Aztec will however attempt to notify Landlord via email notification of any impending discontinuance of service for non-payment if an Authorization for Information Disclosure is signed by the tenant and on file with the City of Aztec. The Authorization for Information Disclosure is a section located on the utility application that tenant may opt to sign or tenant may complete Authorization for Information Disclosure form at the Utility Office to be added to file. See "Exhibit B".
12. **Limitations on Damages** – Landlord and City of Aztec agree that neither party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.



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**Landlord  
Utility Transfer Agreement  
Exhibit A**

Please print or type.

Landlord's Name

Mailing Address

City	State	Zip Code
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Contact Person	Title
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Business Phone No.	Alternate Phone No.
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Email Address – used for utility notifications

The following locations are to be added to or removed from the Transfer Agreement.  
(List each address separately, if more lines are needed please make a copy of this page to complete listing.)

**Account Location**

5 digit Location #	Street Address	Apt/Spc #	Electric	Water	Both	Add	Remove

I hereby authorize City of Aztec to transfer electric and/or water service billings for each account location listed above in the landlord name indicated above, each time City of Aztec receives a request to shut off service from a tenant. By signing this form, I acknowledge that I have read and agree to follow the Utility Transfer Agreement Terms and Conditions.

Printed Name

Landlord Signature

Date



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**Tenant  
Authorization for Information  
Disclosure Form  
Exhibit B**

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Please print or type.

**AUTHORIZATION FOR INFORMATION DISCLOSURE FORM**

I \_\_\_\_\_ authorize City of Aztec  
(print first and last name)

to notify the Landlord if electric and/or water service is schedule to be disconnected for non-payment at the following address:

\_\_\_\_\_

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date