

UNDERSTANDING THE REVERT-TO-OWNER CONTRACT FOR CONTINUOUS UTILITY SERVICE

The Revert-To-Owner Contract allows property owners and managers to maintain continuous utility service while a rental unit is vacant.

Here are some important points you should remember about the Revert-To-Owner Contract:

- The Service Initiation Fee will only be charged to an account if utility service has not been previously established at a particular premises in the name of the applicant.
- Utility service for the properties included in Attachment A of the Contract will be automatically transferred into your name when a tenant discontinues service with the Town of Marshville. You will be responsible for the utility bills incurred until the date that a new tenant begins receiving service.
- Utility bills for all properties included in Attachment A of the Contract will be sent to the mailing address you provided with your Contract. We can accept only one mailing address per Contract. The mailing address cannot be one of the properties covered by your Contract.
- Changes to this Contract or listing of premises (Attachment A) must be submitted in writing. Please be sure to include your Contract Number on any correspondence. Change requests can be submitted to shubbard@marshville.org or:

Town of Marshville Attention: Director of Utilities P.O. Box 628 Marshville, NC 28103

Please notify us when you no longer own or manage a property listed in your Contract. Requesting a shut-off of service will not remove that property from your Contract, and you could be charged for future utility service.

Changes to your Contract will become effective within 30 days of receipt by the Town of Marshville. Adding a property to your Contract will not automatically activate a meter that is not in use. To activate meters at your property that are not in use, please contact the Town of Marshville at 704.624.2515.

For more information about the Revert-To-Owner Contract, please contact the Town of Marshville at 704.624.2515 or by e-mailing shubbard@marshville.org.



REVERT-TO-OWNER CONTRACT FOR CONTINUOUS UTILITY SERVICE

The undersigned Owner(s)/Property Manager(s) of the premises listed herein request the Town of Marshville, NC, to continue utility service to the respective premises during periods of time when service is not furnished under a tenant's contract. In consideration thereof, the Owner(s)/Property Manager(s) agree, during such periods, to pay for all services furnished to the premises, in accordance with the current utility service policies and procedures of the Town of Marshville.

By signing this contract, you are agreeing to be responsible for utility services and related costs between the time service to outgoing tenants is terminated and service to incoming tenants is initiated. Furthermore, you understand and acknowledge that no notification will be given to you by the Town when a tenant requests to terminate or activate service. You are not, however, agreeing to accept responsibility for service while the account is established in the name of a tenant.

For this reason, the Town of Marshville reserves the right to terminate service to your tenant for nonpayment or interference with normal service (i.e. meter tampering). Billing for continued service will <u>NOT</u> automatically revert to you under such circumstances, nor will notification be given when this occurs. Once service has been terminated for non-payment or interference with normal service has occurred, service at the premises will be reinstated only if (1) arrangements are made to pay in full all amounts due on the account in accordance with the utility service policy; or (2) proof is provided to the Town of Marshville that the non-paying tenant no longer occupies the premises. Owner(s)/Property Manager(s)/Tenants may be denied service in the instance the Owner(s)/Property Manager(s) are delinquent at any utility service location.

Furthermore, you are agreeing to provide a list (Attachment A) of utility service addresses for premises to maintain continuous utility service. The Owner(s)/Property Manager(s) must notify the Town of utility service addresses to be added or deleted from the program in writing.

The Owner(s)/Property Manager(s) acknowledge and understand that the Town of Marshville is not responsible for any costs or damages incurred from automatically reverting services to the Owner(s)/Property Manager(s) (i.e. leaks, etc.).

This contract for continuous utility service shall be made in an initial term of twelve months and shall be automatically renewed for subsequent terms of twelve months until terminated for any reason by written notice from one party to the other including noncompliance with the Town of Marshville's utility service policies and procedures. The Owner(s)/Property Manager(s) understand that failure to pay any utility bill in their name may result in transfer of the outstanding balances to another account, submission of unpaid balances to NC Debt Setoff, disconnection of service, and/or removal of service.



By signing below, I hereby make application for continuous utility services at all premises listed on Attachment A. I agree to notify the Town of any changes in ownership or tenancy that may affect this contract and will be responsible for the minimum monthly fees and consumption charges billed for services while an account is not active in the name of a tenant. I have also been provided a copy of the utility policies and/or been directed where they have been posted for review and agree to comply with all applicable ordinances and policies. I further acknowledge that the Town will refuse to furnish new service to an applicant who is indebted to the Town for service previously furnished by Town or if any member of the household has an outstanding account with the Town. I hereby certify that the above information is true to the best of my knowledge and if any information is determined to be inaccurate services may be terminated without further notice.

Legal Name of Owner/Property Manager:		
Complex Name(s)/Company (if applicable):		
Mailing Address:		
Federal Tax ID: or	Social Security #:	
Contact Name:	Contact Phone:	
Email Address:		
I acknowledge that I have read, understand, and agree to the provisions as outlined above and am authorized to sign this document as Owner or Property Manager.		
Authorized Signature:	Date:	
Authorized Signature:	Date:	
OFFICE USE ONLY		
Town Representative Signature:	Date:	
Effective Date: T	ermination Date:	

Disclosure of your social security number is voluntary and will be used to facilitate credit reports and collection of water, sewer, garbage, property taxes and any other debt owed to the town in the event it is not paid voluntarily. Providing your social security number will also allow the town to claim payment on any unpaid bill through the NC Debt Setoff Program and other collection methods necessary to satisfy unpaid debts. Election not to provide a valid social security number will subject the customer to a higher deposit.

Contract Number



ATTACHMENT A

The undersigned Owner(s)/Property Manager(s) of the premises listed herein request the Town of Marshville, NC, to provide continuous utility service in accordance with this contract at the following addresses (premises):

Authorized Signature:	Date:
Authorized Signature:	Date:
	Date

118 East Union Street Marshville, NC 28103 • Town Hall - 704.624.2515 • Fax - 704.624.0175 www.marshville.org