



# Management Service and Billing Agreement

**CONTACT INFORMATION**

Management Company
Billing Address
City State Zip
Email Address
Business Hours Phone Number
Emergency Contact Person and Phone Number

**AUTHORIZED PERSONS** - Any employee or specific individuals listed below are fully authorized to act on behalf of the Management Company until Avion Water Company receives written notice.

<input type="checkbox"/> Any Employee of Management Company	Name
Name	Name

**AUTHORIZED PROPERTIES** – Addition or removal of a property must be received in writing. A separate list of properties will be accepted note “See attached list” below. Make the selection of either *interrupted* or *uninterrupted service* - see Terms and Conditions for descriptions.

<input type="checkbox"/> Interrupted Water Service	<input type="checkbox"/> Uninterrupted Water Service
Service Address	Name of Owner

**ACKNOWLEDGEMENT**

I acknowledge that the Management Company has authorization to act on behalf of the property ownership and enter into this Agreement with Avion Water Company. I have read and agree to the *Management Service and Billing Agreement-Terms and Conditions*. Any amendments, including property updates must be in writing and requested by an authorized person of the Management Company. Avion Water has five (5) days to implement uninterruptable service and billing or contact information changes after receiving signed Agreement or amendments.

Printed Name	Date
Signature	

## **Management Service and Billing Agreement Terms and Conditions**

This Management Service and Billing Agreement ("**Agreement**") is entered into by the Management Company ("**Management**") and Avion Water Company, Inc. ("**Avion Water**") effective as dated. Rental property/properties ("**Property**") listed in the section entitled "Authorized Properties or on the attached listing", may be updated as needed in writing by the Management. Avion Water is the utility company providing only domestic water service ("**Service**") to the Property, unless otherwise specified.

### **Service**

Management will make the selection of *Interrupted or Uninterrupted Water Service* to the Property for when a tenant requests that Service be disconnected, selection will apply to the entire Property list. Management is required to submit a new Agreement and Property listing to switch between *Interrupted or Uninterrupted Water Service*.

*Interrupted Water Service*- Following the request from a tenant that Service be disconnected, Avion Water will turn water services off at the Property, effective the scheduled date. It is responsibility of the Management to call Avion Water prior to the disconnection of Service, for water remain on at the Property. If Service at a Property is disconnected and Management requests water to be restored, service fees will be assessed to the account in accordance with the Avion Water tariff. Avion Water is not required to notify Management of requests to disconnect Service to a Property. The time frame for requests of restoration or disconnection of Service to a Property is a minimum of seven (7) days per the Avion Water tariff. Avion Water will process the request sooner if able. The scheduled date will be provided verbally at the time the request is made.

*Uninterrupted Water Service*- Following the request from a tenant that Service be disconnected, Avion Water will automatically transfer Service to the Management, effective the scheduled date. Obligations of Avion Water in this Agreement are limited to instances where a tenant or Management requests Service be disconnected and not to instances where tenant's Service is disconnected for nonpayment. Avion Water is not required to notify Management of requests to disconnect Service to a Property. Management's obligations under this Agreement shall apply regardless of Management's awareness that a tenant has requested Service be disconnected. Service will remain in Managements name until a tenant requests Service or until Management requests disconnection of Service.

### **Ownership or Management Interest**

Avion Water may, at any time, require Management to provide proof of management authorization for the Property. Management agrees to deliver such documents and take further actions as Avion Water may require.

### **Refusal to Provide Service**

Avion Water may terminate or condition the provision of Service to the Property in accordance with the Avion Water tariff or the Oregon Public Utility Commission's OARs for Water Utilities Chapter 860 Division 36.

### **Sale or Transfer of Property**

If a Property is sold or transferred, Management will notify Avion Water within ten (10) days of the transaction. If Management selected uninterrupted water Service to the Property, Management remains financially responsible, unless in a tenant's name, until Management notifies Avion Water in writing that the Property is no longer subject to this Agreement.

### **Charges and Fees**

Avion Water will bill Management for Service to the Property in accordance with the Avion Water tariff and the Oregon Public Utilities Commission OARs for Water Utilities Chapter 860 Division 36. Management agrees to pay all charges and fees, as they become due. Management agrees that any unpaid balances, including those on closed accounts exceeding 30 days will terminate the Agreement.

### **Termination**

Either party may terminate this Agreement by providing written notice of termination to the other party, until that time, uninterrupted Service to the Property will be provided by Avion Water.

### **Rules and Regulations**

Service to the Property is subject to Avion Water's service agreement Terms and Conditions, the rights and responsibilities summary for Oregon utility customers, and the Oregon Public Utility Commission OARs for Water Utilities Chapter 860 Division 36.