



## **Owner Managed Service and Billing Agreement Terms and Conditions**

This Owner Managed Service and Billing Agreement ("**Agreement**") is entered into by the Property Owner ("**Owner**") 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 Owner. Avion Water is the utility company providing only domestic water service ("**Service**") to the Property, unless otherwise specified.

### **Service**

Owner 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. Owner 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 Owner 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 the Owner 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 the Owner 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 Owner, effective the scheduled date. Obligations of Avion Water in this Agreement are limited to instances where a tenant or Owner requests Service be disconnected and not to instances where tenant's Service is disconnected for nonpayment. Avion Water is not required to notify the Owner of requests to disconnect Service to a Property. The Owners obligations under this Agreement shall apply regardless of Owner's awareness that a tenant has requested Service be disconnected. Service will remain in Owner's name until a tenant requests Service or until Owner requests disconnection of Service.

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

### **Charges and Fees**

Avion Water will bill the Owner 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. The Owner agrees to pay all charges and fees, as they become due. The Owner 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.