

DIRECTORS  
WYNN PIPPIN, President  
CLIFF JONES, Vice-President  
DONNA DINSMORE  
JAMES E. MILLER  
JON MUESSIG  
ROGER OSTERMILLER  
BRANDON HURST



1540 Popelka Drive  
Billings, MT 59105

DUKE NIESKENS  
General Manager  
Phone: 252-0539  
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## PROPERTY OWNER AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (the "Owner") of the real property more particularly described as \_\_\_\_\_ (the "Property"), and the County Water District of Billings Heights, a County Water District organized and existing under the laws of the State of Montana, hereinafter referred to as the "District," located at 1540 Popelka Drive, Billings, Montana.

**WHEREAS**, under Montana law including but not limited to Mont. Code Ann. § 7-13-2301, the District is authorized in the event of non-payment, to discontinue water service to property and may require all delinquent charges, interest, penalties and deposits to be paid before restoration of service to the same;

**WHEREAS**, a person or entity may not use the District's facilities or services without paying the rate established therefor; and

**WHEREAS**, the Owner desires that the District does not discontinue water service to the Property, which may include rental properties, in the event a tenant in whose name the service is listed either requests that service be disconnected or fails to timely pay the water service bill.

**NOW, THEREFORE**, be it resolved that in consideration of the mutual covenants to be performed by the parties hereto, it is hereby agreed as follows:

1. In consideration for the District's not discontinuing water service to the Property in the event of nonpayment by the tenant for any reason, the Owner hereby agrees to promptly pay each and every water service bill tendered to it for usage during any period of discontinuance of service by a tenant, failure to timely pay or otherwise.
2. Owner agrees and hereby assumes responsibility for any and all such water service bills. The District agrees to credit any deposit amount against any charges which may be owing.
3. In the event the Owner sells, assigns or transfers ownership of the Property, the Owner hereby agrees to promptly notify the District in writing of the same. The Owner further agrees that until the District is provided with such written notification at the address

set forth above, the undersigned shall assume and be responsible for payment of any and all such charges accumulating with respect to the Property for water service.

4. All agreements of the Owner herein shall be covenants running with the Property.

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

6. If the Owner defaults in its performance hereunder, and the District employs an attorney because of such default, the Owner agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney fees, filing fees and costs reasonably incurred by the District because of the default.

7. Any notice given hereunder shall be in writing and either be served upon a party personally or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party set forth on the first page of this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete two days after deposit in the United States mail, postage prepaid, properly addressed.

8. The parties understand and agree that the District shall be entitled to pursue any of its other lawful remedies including but not limited to initiating collection procedures, collecting all delinquent charges, interest, penalties, filing fees, attorney fees, costs, and deposits as a tax against the property as set forth in Mont. Code Ann. § 7-13-2301, or any successor provisions, thereto, or as otherwise allowed by law.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

PLEASE PRINT OR TYPE INFORMATION BELOW:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
STREET OR P.O. BOX

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
PHONES:

HOME

WORK

CELL