



City of Redding Utilities  
Landlord Appointment of Agent

This APPOINTMENT OF AGENT AGREEMENT is entered into by and between ("Principal") and ("Agent") as described under Recitals.

RECITALS

- A. "Principal" is the owner of real property as described under Agreement in paragraph 2 ("Property").
- B. "Agent" will act as the Principal's authorized representative.
- C. Principal and Agent desire to enter into a relationship whereby the Agent is authorized to act on behalf of the Principal in matters concerning the City of Redding's provision of utility services to the Property,.

AGREEMENT

1. **Appointment of Agent.** Principal hereby appoints Agent, and Agent hereby accepts the appointment, to act as Principal's representative and to act on behalf of Principal in all matters concerning the City of Redding's provision of utility services to the Property.
2. **Property.** The property which is the subject of said agreement is on the attached Landlord Property List. Principal shall notify the City of Redding in writing of any change in ownership of the Property at least thirty (30) days prior to the date of the change in ownership.
3. **Term.** The term of this agreement shall commence upon the date it is signed by Principal and shall terminate upon receipt by the City of Redding of a written notice of termination indicating either Principal's or Agent's desire to terminate this agreement.
4. **Obligations of Principal.** Nothing in this agreement shall be construed to either (1) alter the primary responsibility of Principal to comply with all regulations governing the provision of utilities to the Property or to pay for all utilities provided to the Property, or (2) release Principal, from any liability, whether past, present, or future, for compliance with all regulations governing the provision of utilities to the Property or for payment for all utilities provided to the Property.
5. **Notices to the City of Redding.** Any notices required to be given to the City of Redding under this agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the City, or in lieu of such personal service, send by United States mail, registered or certified, return receipt requested, addressed as follows: City of Redding, Utility Customer Services, 3611 Avtech Parkway, PO Box 496071, Redding, California 96049-6071.
6. **Entire Agreement and Modification or Amendment.** This agreement contains all the representations and the entire understanding and agreement between the parties pertaining to Principal's appointment of Agent as Principal's authorized agent for all matters concerning the City of Redding's provision of utility services to the Property. This agreement shall not be altered, amended or modified except in writing and signed by Principal and Agent and received by the City of Redding pursuant to paragraph 5.
7. **Severability.** If any term, covenant, or condition in the agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement, or the application of that term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity and non-enforceability, and all other terms, covenants, and conditions of the agreement will be valid and enforceable to the fullest extent permitted by law.
8. **Headings, Reference and Joint and Several Liability.** The titles and headings of the various sections of this agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this agreement. Masculine, feminine and the neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. If either party consists of more than one person each such person shall be jointly and severally liable.

- 9. California Law. The agreement shall be construed and interpreted in accordance with the laws of the State of California.
- 10. Time of Essence. Time is of the essence of this agreement and of each and every provision in this agreement.
- 11. Date of Agreement. The date of this agreement shall be that date that it shall have been signed by Principal.

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Address: \_\_\_\_\_

Authorize Agent's Telephone Number: \_\_\_\_\_ Social Security/Tax ID Number: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Address: \_\_\_\_\_

Authorize Agent's Telephone Number: \_\_\_\_\_ Social Security/Tax ID Number: \_\_\_\_\_

\_\_\_\_\_  
Principal (Owner) Signature

\_\_\_\_\_  
Date

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Principal (Owner) Signature

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Date

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Authorized Agent Signature

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Date

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Authorized Agent Signature

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Date

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Authorized Agent Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Customer No: \_\_\_\_\_ Date Received: \_\_\_\_\_ Date Entered: \_\_\_\_\_ Initials: \_\_\_\_\_