



Sioux Falls Utilities

Landlord Agreement for Continuation of Utility Service (Covers All Water/Sewer and City Electric Accounts)

Purpose: Agreement allows for uninterrupted utility service at rental properties; when a tenant's utility service ends, service will automatically transfer into the landlord's name to avoid service disruption.

Agreement Terms

- **Service Transfer:** When utility service for a tenant is discontinued, Sioux Falls Utilities will automatically transfer the account into the landlord's name for the applicable property(ies) listed in this Agreement. Each property will be billed separately unless otherwise arranged.
- **Effective Date and Duration:** This Agreement becomes effective upon signature and receipt by Sioux Falls Utilities and will remain in effect until terminated in writing by either party with **30 days' written notice**.
- Sioux Falls Utilities may terminate this Agreement for cause, including but not limited to, nonpayment, misrepresentation, or repeated violations of utility policies.
- **Notification of Account Changes:** Sioux Falls Utilities will notify the landlord (via email or other approved method) when a tenant's account is closed, service is transferred into the landlord's name, or when a new tenant establishes service.
- **Nonpayment by Tenant:** If a tenant's service is disconnected due to nonpayment, the account will **not automatically revert** to the landlord; the landlord may request service to be established in their name after confirming the tenant has vacated; and Sioux Falls Utilities may, in its sole discretion, require a deposit prior to reinstating service.
- **Landlord Responsibilities:** The landlord agrees to: 1) notify Sioux Falls Utilities **within two business days** when a property becomes occupied or a property is sold or is no longer managed; 2) ensure tenants are informed of their responsibility to establish utility service and pay any required deposits; 3) maintain accurate contact and billing information with Sioux Falls Utilities; 4) be responsible for all utility charges until proper notification is received and processed.
- **Adding or Removing Properties:** Properties may only be added or removed from this Agreement through written or approved electronic request. Requesting a service shutoff **does not** remove a property from this Agreement.
- **Simultaneous Tenant Transfers:** If one tenant ends service and another tenant establishes service for the same property without interruption, the account will transfer directly between tenants and this Agreement will not apply.
- **Auto-Pay Authorization:** If the landlord is enrolled in auto-pay, charges incurred under this Agreement may be automatically billed, and the landlord is responsible for maintaining accurate and current payment information.
- **Collections and Account Transfers:** Unpaid balances incurred under this Agreement may be subject to collection activity and transferred to other active accounts held by the landlord.
- **Risk and Liability:** The landlord assumes all risks associated with continuous utility service, including but not limited to, frozen pipes, water damage, leaks or broken fixtures, unauthorized use or theft of service. Sioux Falls Utilities is **not responsible for damages** resulting from continued service at the property.
- **Dispute Resolution:** Any billing disputes must be submitted within **30 days** of the billing date. Disputes should be directed to Sioux Falls Utilities using approved contact methods.
- **Governing Law:** This Agreement is governed by the laws of the state of South Dakota and applicable City of Sioux Falls ordinances and policies.



Landlord Authorization

Please print or type

When any service address(es) listed below for any reason is either vacated by the tenant, or service is discontinued to the tenant, I, as the owner/manager of the property(ies), authorize Sioux Falls Utilities to revert and continue the utility service in my name.

First Name: _____ Last Name: _____

Phone Number: _____ Email: _____

Signature: _____ Date: _____

OWNER/MANAGER agrees to notify Sioux Falls Utilities if any of the properties below are no longer to be reverted. These properties will continue to be reverted to your name, and you will be responsible for all charges related to utility service until Sioux Falls Utilities is notified.

OWNER/MANAGER agrees and assumes all risks associated with continuous utility service, including but not limited to, frozen pipes, water damage, leaks or broken fixtures, unauthorized use or theft of service. Sioux Falls Utilities is not responsible for damages resulting from continued service at the property.

Name Service Should Revert To

Revert Account Name: _____

Revert Customer Number: _____

(First seven digits of your account number before the four zeroes found on your utility bill.)

Statement Mailing Address: _____

Property(ies) To Be Reverted

Service Address	Apt./Unit (if applicable)	(select one)	(Office Use)
_____	_____	<input type="checkbox"/> start <input type="checkbox"/> stop	_____
_____	_____	<input type="checkbox"/> start <input type="checkbox"/> stop	_____
_____	_____	<input type="checkbox"/> start <input type="checkbox"/> stop	_____
_____	_____	<input type="checkbox"/> start <input type="checkbox"/> stop	_____
_____	_____	<input type="checkbox"/> start <input type="checkbox"/> stop	_____

(attach additional pages if necessary)

Mail to: Sioux Falls Utilities
231 North Dakota Avenue
P.O. Box 7401
Sioux Falls, SD 57117-7401

or

Email to: water@siouxfalls.gov