

## Landlord Waiver of Responsibility

I, \_\_\_\_\_ of \_\_\_\_\_  
hereby give notice to the City of Las Vegas that I own property located at the following address:  
\_\_\_\_\_, Las Vegas, San Miguel County, State of New Mexico,  
that is occupied by tenants. I hereby notify the City of Las Vegas that the following utility  
charges, which may be incurred at the above address by tenants, are not my responsibility as  
property owner and landlord, but instead, they are the sole responsibility of the tenant.

Water

Gas

Sewer

Sanitation

Therefore, I hereby waive all responsibility for payment of those utilities provided or carried by  
the City of Las Vegas, and therefore authorize and direct the City of Las Vegas to make  
responsible for these services, said Tenant(s) at indicated address, as provided by State Law,  
pursuant to Section 3-23-6 © NMSA 1978 and the applicable ordinances.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Phone (home): \_\_\_\_\_

Phone (cell): \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Received By: \_\_\_\_\_  
Customer Service Representative, City of Las Vegas

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

**Landlord Standby Utilities Agreement**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between the CITY OF LAS VEGAS of New Mexico, A MUNICIPAL CORPORATION, hereinafter called the "CITY" and \_\_\_\_\_ ("Landlord") and is made with reference to the following facts:

1. Landlord owns rental property known as \_\_\_\_\_, the service address of which is \_\_\_\_\_ New Mexico.
2. Each rental unit is separately metered for gas and water rates with the tenant responsible for the gas/water services, and Landlord desires to maintain Gas/Water service to each unit when a tenant is not receiving gas/water service in his/her name.

NOW, THEREFORE, in consideration of the Agreement set forth herein, it is agreed by the City and Landlord as follows:

**Section 1.** The City will provide service to all Gas/Water meters listed above which are not now in an individual tenant's name until such time as service is furnished by City to a tenant.

**Section 2.** At any time when a tenant orders termination of service the City will read the meter in order to generate a final bill to tenant, however, the City shall not disconnect Gas/Water services.

**Section 3.** Landlord agrees to pay for all service rendered to a rental unit for the meter that is in Landlord's name. The City is not responsible for a tenant's (a) delay in, or (b) failure to, or (c) premature action in ordering a cut-in in the tenant's name, and it is understood by landlord that landlord will be responsible for, and agrees to pay, all City statements for charges incurred while a meter is in the name of the landlord.

**Section 4.** The duties of the parties under this agreement are limited to terminations which are requested and do not extend to instances in which a tenant is cut off for nonpayment.

**Section 5.** The service provided for herein by the City is made at no charge other than the charges allowed under the City's filed tariffs, which are subject to revision from time to time, and landlord agrees, in accepting the benefits of such service, not to hold the City, its employees or agents liable for any failure to perform for any reason, including negligence.

**Section 6.** This contract including tariff made a part hereof, shall at all times be subject to such changes or modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require changes or modifications.

**Section 7.** Either party to this agreement may terminate the agreement by giving the other party three (3) business days written notice. Such termination shall not relieve the landlord of the obligation to pay any bill rendered on or prior to the effective date of termination, or terminate all service to any meter then standing in the landlord's name. The City will direct all bills to landlord, for service rendered under this agreement, to the mailing address provided below.

**Section 8.** This Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth above.

LANDLORD

CITY OF LAS VEGAS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

\_\_\_\_\_  
Landlord Mailing Address