

LANDLORD-TENANT UTILITY AGREEMENT

Property Address: _____ Effective Date: _____

Landlord Information:

Full Name: _____

Mailing Address: _____

Phone/Email: _____

Tenant Information:

Full Name: _____

Mailing Address: _____

Phone/Email: _____

Utility Services Covered:

Specify utilities included (e.g., electricity, water, gas, trash removal): _____

Section 1 – Parties and Property

This Utility Agreement ("Agreement") is made between the Landlord and Tenant named above and pertains to the real property at the address specified herein. Both parties agree to the terms set forth regarding payment and responsibility for utility services as outlined below.

Section 2 – Utility Services Included

The utilities covered by this Agreement include only those listed above. Landlord and Tenant agree that any utility not specifically referenced is the sole responsibility of Tenant.

Section 3 – Payment Responsibility

Tenant shall be responsible for payment of all utility services specified in this Agreement unless otherwise stated. Tenant agrees to pay all utility bills promptly and keep accounts in good standing.

Section 4 – Landlord's Obligations

Landlord shall ensure that all specified utility services are available and properly functioning at the commencement of occupancy. Landlord shall be responsible for any utilities not assigned to Tenant under this Agreement.

Section 5 – Tenant's Obligations

Tenant agrees to use utility services responsibly and to notify Landlord promptly of any issues or discontinuities. Tenant shall not alter or interfere with utility systems without Landlord's prior written consent.

Section 6 – Deposit and Fees

If applicable, Tenant shall provide any deposits or fees required by utility providers. Landlord is not responsible for any deposits or fees imposed on Tenant by third-party utility companies.

Section 7 – Term and Termination

This Agreement shall remain in effect for the duration of the Lease Agreement between Landlord and Tenant. Upon termination of tenancy, Tenant shall settle all outstanding utility charges.

Section 8 – Access for Utility Maintenance

Tenant shall permit Landlord or authorized utility personnel reasonable access to the property for maintenance, repair, or inspection of utility services.

Section 9 – Disputes

Any dispute arising under this Agreement shall be resolved in accordance with applicable laws of the State governing the Lease Agreement. Both parties agree to attempt good faith negotiation prior to initiating any legal action.

Section 10 – Indemnification

Tenant agrees to indemnify and hold Landlord harmless from any claims, damages, or liability arising from Tenant’s use or misuse of the utility services covered herein.

Section 11 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles.

Section 12 – Entire Agreement

This Agreement constitutes the entire understanding between Landlord and Tenant regarding utility services and supersedes all prior oral or written agreements relating thereto.

Section 13 – Amendments

Any amendments to this Agreement must be in writing and signed by both Landlord and Tenant to be effective.

Section 14 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 15 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses listed above.

Section 16 – Signatures

Both parties acknowledge that they have read, understood, and agree to the terms of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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