

LANDLORD AND TENANT AFFIDAVIT AND AGREEMENT OF TENANT RESPONSIBILITY

This affidavit and agreement is provided in accordance with NYS Real Property Law Section 235 and Olean City Code Chapter 27. (The City of Olean has up to five (5) business days to validate the information on the Landlord & Tenant.)

LANDLORD AFFIDAVIT

I, _____, being first duly sworn, do depose and say:

1. That I am the owner/landlord or managing agent, and that I am registered as required by Olean City Code Section 6-80 and that I am current and in good standing with all my obligations to the City of Olean.
2. That I am the owner/landlord or managing agent of the dwelling unit located at: _____ Olean, New York.
3. That this property is a: ___ Single Family dwelling, ___ Multi –Unit dwelling, ___ Commercial w/Residential Dwelling.
4. That the above identified dwelling unit is serviced by its own individual meter.
5. That the following Tenant desires to set up a water and sewer bill in their own name and accept responsibility for payment of the same, and that Tenant information as provided below is true and correct to the best of my knowledge:
 - Tenant(s) Name(s): _____,
 - Move in date: _____
 - Tenant(s) Immediate Previous Address (known): _____
6. That the rental agreement or lease for the above identified dwelling unit specifically requires that the Tenant be responsible for all water and sewer bills, and that the water and sewer service is not included in the rent. That I understand that I will not be receiving a billing statement or late notices for the dwelling and that I assume responsibility for monitoring the payment of the bill by the tenant
7. That I authorize the City of Olean to accept partial payments from tenants on the water/sewer bills for my properties.
8. That I have read and understand the City of Olean water policy as enumerated in Olean City Code Chapter 27 and that I understand I will not be provided a copy of the water bill and that it is my responsibility to monitor the payment history of the tenant through the manner specified in the water policy; and
9. That the City will not shut off water service to the above premises for nonpayment by the tenant, unless I request them to do so according to the procedures specified including the advance payment of any fee required for such requested service.
10. That I understand that as the property owner, that unpaid water and sewer charges for service delivered to the premises will become a lien on the property unless they are paid in full according to the terms of the water and sewer policy.
11. That I authorize the City of Olean to maintain the water and sewer bills in the above tenants name and that I agree, defend, indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the administration of the Landlord Tenant Water Agreement, Landlord and Tenant Affidavit and Agreement of Tenant Responsibility and the City of Olean Water Policy.

Owner/Landlord or Managing Agent

Owner/Landlord Phone Number

Sworn to before me
this ___ day of _____, 20__.

Notary Public

TENANT AFFIDAVIT

I, _____, being first duly sworn, do depose and say:
(tenant name, please print)

1. That I have entered into a rental agreement or lease for the dwelling located at:
_____, Olean, New York.
Mail bills to the following address (if different from above): _____.
2. That I am currently in good standing with the Water Division, and that I am current and in good standing with all my obligations to the City of Olean;
3. That I have entered into a rental agreement or lease with the owner/landlord for the above identified dwelling unit, and that the rental agreement or lease requires that I am responsible for all water and sewer bills, and that the water and sewer service is not included in the rent;
4. That I understand that I will not be receiving a separate late notice for past due water bills and that the landlord can request a shutoff for non-payment in accordance with the water policy and that I will be responsible for any costs or fees associated with the reconnection of service to the property imposed by the City, in addition to any costs or fees specified in my rental agreement or lease.
5. That I understand that the Landlord may request a shutoff for non-payment at any time there is a past due balance;
6. That I authorize the City to maintain the water and sewer account in my name and that I agree to assume the responsibility for the water and sewer bills. I further agree defend, indemnify and hold the City, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Landlord and Tenant Affidavit and Agreement of Tenant Responsibility and the City of Olean Water Policy.

Tenant Signature

Indicate all other surname (last name) by which
you are or have been known

Phone Number

Previous Address

Sworn to before me
this ___ day of _____, 20__.

Notary Public