

AGREEMENT TO GUARANTEE SHARE OF UTILITY PAYMENT

NOTE: This agreement form is to be used as a utility payment contract between tenants who are roommates in the same rental unit. It is NOT an agreement with the landlord. The Obligor is the tenant who subscribes with and is responsible for payment to the utility companies. The User is a tenant-roommate of the Obligor who shares the cost of the utilities. Questions concerning the use of this agreement form may be made at the BYU Off-Campus Housing Office, C-141 ASB, or 422-5066.

This Agreement is entered into this _____ day of _____, 20____ by and between the Obligor, (name) _____, a tenant residing at (address) _____, a rental unit, and subscribing to and holding an account with one or more utility companies and the User, (name) _____, also a tenant residing in the same rental unit with the Obligor who has agreed to share utility services and costs with the Obligor.

1. Statement of Guarantee: In consideration for the Obligor subscribing to and holding an account with one or more utility companies, the User promises to pay the Obligor an amount equal to:

(a) the User's **pro rata portion** of the **general utility bills and fees** incurred by Obligor with the below described utility companies during the term of this Agreement: (Said **pro rata portion** is based upon the number of persons sharing the utilities in the rental unit.)

<u>Utility</u>	<u>Utility Company</u>
Telephone (basic service only)	_____
Electricity	_____
Gas	_____
Water	_____
Sewer	_____
Garbage	_____

(b) the **total charges** for all the User's **long distance phone calls** incurred by Obligor with the below described long distance phone company during the term of this Agreement:

<u>Utility</u>	<u>Utility Company</u>
Telephone (long distance service only)	_____

This guarantee covers and applies only to transactions entered into by the Obligor with the above utility companies for the purpose of providing utilities to the rental unit and only within _____ days of receipt by the User from the Obligor of a copy of the utility bill to be paid. It does not cover or apply to any other transactions entered into by the Obligor.

2. Scope and Duration: This is a continuing guarantee which shall remain in force as to successive utility transactions by the Obligor during such period as the Obligor and User reside at the rental unit described above or until a written notice of revocation is received by one party from the other. Termination of this guarantee and the manner so provided shall not affect the User's liability as to the utility charges or amounts payable by the User prior to such termination, but shall exonerate the User from all liability from any sum or sums which become due by reason of utility charges thereafter.

3. Security Deposit: The User shall pay to the Obligor a security deposit on the _____ day of _____, 20____ in the amount of \$_____. The Obligor may apply the security deposit to any of the obligations of the User with respect to utility charges owed by the Users under the terms of this Agreement upon termination of the Agreement. The balance of the security deposit, if any, and a written itemization of any deductions from the deposit, and reasons therefor, shall be delivered or mailed by the Obligor to the User within ten (10) days of receipt of the last utility bill subject to this Agreement.

4. Mediation, Arbitration, and Attorney's Fees: If the parties to this Agreement are students of Brigham Young University, they understand and agree that any controversy between them with respect to this Agreement shall be submitted to the Center for Conflict Resolution for mediation, if either party so requests by serving written notice to the CCR Office. Thereafter, both parties agree to make a good faith effort to settle such controversy through mediation and, if necessary, arbitration through the Center for Conflict Resolution unless such declines to mediate or arbitrate the controversy. In the event mediation fails to resolve the controversy, either party may request arbitration by the BYU Arbitration Board. In such event, both parties agree to submit to the jurisdiction of the Board and be bound by its decision as rendered in accordance with its rules and regulations. In the event either party fails to comply with the Arbitration Board's decision, a hold may be placed in his or her University records, transcripts and a stop or discontinuance on registration. In the event that a civil court action is pursued to enforce the arbitration order or otherwise

to enforce the terms of this Agreement, the non-prevailing party agrees to pay all costs, including reasonable attorney's fees, of the prevailing party.

- 5. **Assignment:** Neither party may assign, contract, grant or otherwise transfer any or all rights or obligations arising under this Agreement with out the prior written consent of the other party. Any such purported assignment, contract, license or other transfer without such prior written consent shall be null and void.
- 6. **Notices:** Any notice or other correspondence required or permitted by this Agreement shall be deemed to have been properly given or delivered when made in writing and delivered personally to the other party or sent by registered or certified United States mail and addressed to the party to whom it is directed at the address specified below.
- 7. **Governing Law:** This Agreement, and all matters pertaining to it, including any matter of dispute shall be interpreted, governed and enforced according to the laws of the State of Utah.
- 8. **Entire Agreement:** This Agreement constitutes and represents the entire Agreement of the parties with respect to the subject matter and all other agreements, verbal or written, between these parties are incorporated in this Agreement. No party has relied upon any other promise, representation, warranty other than those contained in this Agreement.

DATED this _____ day of _____, 20____.

OBLIGOR:
Name: _____
Address: _____

USER:
Name: _____
Address: _____

Telephone: _____

Telephone: _____

Signature: _____

Signature: _____