

PROPERTY MANAGER WEBSITE ACCESS AGREEMENT

This AGREEMENT made effective this ____ day of _____, 20__, by and between the City of Tacoma, Department of Public Utilities ("Tacoma Public Utilities" and/or "TPU") and _____ ("Property Manager") ("Parties") sets forth the terms and conditions governing Property Manager's access to electronically stored customer information of TPU made available on TPU website.

Definitions for Purposes of this Agreement.

Property Manager shall mean the owner or duly authorized property manager and their agents, employees or other authorized representatives.

Utility Records shall mean utility name and address records of tenants and billing and payment information of property owners.

Website shall mean the Property Manager section within the TPU website.

Landlord Service Continuation Agreement shall mean a signed document by the Property Manager authorizing TPU to continue utility service(s) while the property/unit is vacant.

Confidential Information shall mean information of a confidential, private and/or security sensitive nature and shall include all electronically written or stored information, data, documents, and records held by TPU and available to Property Manager.

In consideration of the mutual benefits to be received hereunder, the sufficiency of which is hereby affirmed, the Parties agree as follows:

- I. **Purpose.** To provide an efficient and effective means by which Property Manager can timely access Utility Records related to the properties specified on Attachment A to this Agreement, attached hereto and incorporated herein by reference, for the express purpose of tracking and documenting tenant changes.
- II. **Term and Termination.** The term of this Agreement shall commence upon the effective date first stated above and shall continue until terminated as provided herein. TPU shall have the right to immediately terminate this Agreement and deny access hereunder, with or without prior notice. TPU reserves the right to deny access to Utility Records and/or terminate use of the master access password at any time in the event TPU determines, in its sole discretion that unauthorized or otherwise inappropriate use by Property Manager has occurred. The Property Manager may terminate this Agreement upon fifteen (15) days prior written notice to TPU. In the event of termination, the confidentiality and indemnification provisions of this Agreement shall survive and continue in full force and effect with respect to any information obtained by Property Manager through the access provided hereunder.

III. Procedures for Access. Initial and continued website access by Property Manager shall be conditioned as follows:

A. User ID Management. Upon mutual acceptance of this Agreement and upon Property Manager's submittal of a completed Property Manager Access Form, attached hereto as Attachment "A," TPU will register one (1) website master user ID to the Property Manager. Property Manager shall be solely responsible for ensuring that all authorized employees/agents fully comply with the terms and conditions of this Agreement. Property Manager shall be solely responsible for controlling use of the master user ID by its agents, employees or other authorized representatives of owner as necessary to protect confidential information and to avoid access to Utility Records for unauthorized purposes. Property Manager shall diligently monitor access hereunder and shall take all steps necessary to immediately terminate or prevent any unauthorized use of the master access user ID.

B. Available Data. Website only displays residential rental properties identified in this Agreement that are serviced by Tacoma Power and/or Tacoma Water and have a valid Landlord Service Continuation Agreement. Property Managers can view existing primary tenants as of the initial day of occupancy, pending changes in occupancy and view PDF of last owner bills and balances. Property Managers will be able to electronically update, within TPU's Customer Service system, tenant move in and move out events, tenant moves within the respective apartment complex, and moves by the owner into a vacant property.

C. Unauthorized Use. All access to TPU Utility Records afforded hereunder shall be subject to the confidentiality and indemnification provisions set forth Sections IV and V, below. Access to Utility Records hereunder for personal convenience and/or commercial profit, including but not limited to for marketing and/or collection purposes, is strictly prohibited. Property Manager shall not engage in data mining (mass downloading) of information, images, indexes or other data. The identification validation tool within the Website should be used for the sole purpose of documenting tenant changes. TPU reserves the right to engage in administrative monitoring and full tracking of each access transaction and such monitoring and tracking will be used to determine and prosecute any unauthorized use. Property Manager's access to and use of Utility Records hereunder shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, all privacy, ethics and conflict of interest laws, statutes and codes governing the Utility Records and the City of Tacoma.

D. Warranty Regarding Accuracy of Information. Property Manager hereby agrees to exercise due diligence and good faith efforts to ensure the accuracy of any and all information changes to TPU Utility Records made by Property Manager. Property Manager expressly acknowledges that TPU will rely on all information changes made by Property Manager pursuant to this Agreement and warrants the accuracy thereof.

- IV. Confidentiality.** Property Manager expressly acknowledges and agrees that the Utility Records to which access is granted by using Property Manager's master access user ID and password hereunder is Confidential Information. In consideration of TPU's disclosure of Confidential Information to Property Manager, and except as required by court order, Property Manager shall:
- A.** Use the Confidential Information for the sole purpose of electronically documenting and updating, within TPU's Customer Service system, tenant move in and move out events, tenant moves within the respective apartment complex, and moves by the owner into a vacant property as required to assure continuation of utility service and payment of utility service charges;
 - B.** Restrict access to the Confidential Information solely to Property Manager's employees and agents with an express need to know;
 - C.** Hold in confidence and protect the Confidential Information from disclosure to anyone not authorized to receive, view or use said information, which duty shall include taking reasonable precautions, but in no event less than due care, to prevent disclosure, publication, reproduction or dissemination of the Confidential Information to anyone not authorized to receive or view same. It is required that the Property Manager change the password used to access the website upon any change in authorized employee or agent.
 - D.** Property Manager shall provide a copy of this Agreement to all authorized employees/agents prior to providing access to the website.
- V. Indemnification.** Property Manager hereby assumes the risk of all damages, loss, cost and expense arising in connection with the access to and use of Utility Records by Property Manager and its employees and agents. Property Manager further hereby agrees to defend, indemnify and hold harmless TPU, its officers and employees, from and against any and all liability that may occur or be sustained by TPU on account of any claim or action, regardless of the legal or equitable theory upon which such claim or action is based, made or brought against TPU as the result of any act or omission by Property Manager and/or its employees and agents in connection with this Agreement.
- VI. Governing Law and Venue.** The terms and conditions of this Agreement shall be governed by the laws of the State of Washington. The Parties agree and stipulate that in the event a dispute arises under this Agreement, the sole venue for any arbitration or legal action shall be in the Pierce County Superior Court in and for the State of Washington. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs.
- VII. Counterpart Clause.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A facsimile or electronic signature shall be sufficient to bind a party to

the agreement.

VIII. Entire Agreement. This Agreement and any referenced attachments contain the entire agreement between the parties as to the access and use to be provided and received hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

IX. Acceptance. Acceptance of this Agreement as of the Effective Date first noted above is memorialized by the parties' respective signatures below. By signing below, the Property Manager represents and warrants that it is the owner of record of the subject property(ies). If the Property Manager signing this Agreement is **not** the owner, Property Manager represents and warrants it has legal authority to act on behalf of such owner.

Accepted:

Approved:

Owner/Property Manager Signature (*required*)

Authorized Customer Service SUPV/MGR

Printed Name (*required*)

Title (*required*)

This Agreement has been approved as to form by City Attorney

ATTACHMENT A

CITY OF TACOMA PROPERTY MANAGER WEBSITE ACCESS FORM

Please complete a separate form for each Legal Owner of Record.

*Indicates required entry

Legal Owner Information:

*Full Name of **Legal Owner of Record**: _____

*Name of Primary Contact: _____

*Phone Number: _____

Property Manager Information (if a Property Manager is entering this Agreement):

*Business Name: _____

*Name of Primary Contact: _____

*Title of Primary Contact: _____

*Phone Number: _____

Designated User ID.

Owner or Property Manager will designate a User ID for each premise or Business Partner. This User ID will remain for the duration of the Utility Records or until access to the website is no longer available.

*Designated User ID: _____
(6 to 20 characters, not case sensitive)

Designated Email Address.

Owner or Property Manager will designate a single email address to receive the initial website User ID and access information. This designated email address will be used by TPU to provide automatic notification of password changes initiated by Owner or Property Manager or their employees. Change request of the designated single email address are required to be made by updating this CHANGE REQUEST form and emailing to TPU's Customer Services cservice@ci.tacoma.wa.us or contact Customer Services at 253-502-8600 Monday through Friday 8 a.m. to 5 p.m.

*Designated email address: _____

***Property Address Information:**

1.

Property Address	Street Name	City
Unit Numbers		

2.

Property Address	Street Name	City
Unit Numbers		

3.

Property Address	Street Name	City
Unit Numbers		

4.

Property Address	Street Name	City
Unit Numbers		

5.

Property Address	Street Name	City
Unit Numbers		

You can return the completed and signed Property Manager Access Agreement by scanning the form and emailing it to Customer Services at cservice@cityoftacoma.org or by standard mail:

Property Manager Access Team
Tacoma Public Utilities
3628 S 35th St.
Tacoma, WA 98409

Submittal of this information will be processed within 15 business days by TPU.