



Continuous Service Agreement

When *YORBA LINDA WATER DISTRICT* ("District") is notified that a tenant is vacating the premises, the meter should be read and water service continued without interruption. **Until the District is otherwise notified, water service is to be billed to: (PLEASE PRINT OR TYPE)**

Name of Applicant (Owner, Property Management Company, or Business to appear on account)

Name of Property Owner (if different from Applicant)

Social Security Number or Tax ID Number

Mailing Address

City, State, and Zip Code

Phone Number

Name/Title of Contact Person

The District is requested to continue water service without interruption to each separately metered dwelling unit at the following address or addresses:

Address City Apt/Unit No.

Address City Apt/Unit No.

Address City Apt/Unit No.

For additional dwelling, please list on a separate page. Total number of units to be placed under "Continuous Service Agreement" _____.

The undersigned is the owner or the owner's agent ("Applicant") (see Item 10 on the reverse side) of the premises listed below. **By signing below, I acknowledge that I have read the entire agreement, including the Terms and Conditions listed below and on the reverse side, and agree to such terms and conditions.**

Signature of Applicant

Title

Date

Signature of District Representative

Effective Date of Agreement



**TERMS AND CONDITIONS
“CONTINUOUS SERVICE AGREEMENT”**

The undersigned (“**Applicant**”) and Yorba Linda Water District (“District”) mutually agree as follows:

1. The District shall leave water service on from the time a tenant requests water service terminated (“Termination”) until a subsequent tenant has arranged for and established service in accordance with District fees, rules and regulations.
2. Approval of the Agreement by the District will exempt the **Applicant** from future service establishment charges for the dwelling units listed following any service Termination by individual tenants at the listed dwellings. Upon Termination of this agreement by either party, the **Applicant** will no longer be exempt from the service establishment charges.
3. **Applicant** shall promptly pay all water bills, including service charges from Termination until Transfer (as defined below).
4. The District agrees that on receipt of notification from a current tenant or Applicant to terminate service, the service shall be terminated on the agreed Termination date or no later than two (2) working days after receipt of notification. The meter readings taken in conjunction with the Termination of service shall be used to bill the terminating tenant and also as a base to start billing the **Applicant** (Transfer).
5. **Applicant** is responsible for informing the District of the date upon which the current tenant vacates (“vacation date”) the premises and for informing new tenants of the need to contact the District for the transfer of the water service into their individual names at the time of occupancy. The **Applicant** shall be liable for all bills left unpaid by vacating tenant. The District will go through the collection process prior to billing the **Applicant** for any unpaid bills. **Applicant** shall also be liable for all bills from vacation date until date account is transferred to the new tenant.
6. **Applicant** is responsible for informing the District when the current tenant vacates the premises and for informing new tenants of the need to contact the District for the transfer of the water service into their individual names at the time of occupancy. The applicant shall be liable for all bills with respect to such account until it is transferred to the new tenant, as well as for any unpaid bills from the current tenant. The District will make every attempt to go through the collection process prior to billing the **Applicant** for any unpaid charges.
7. **Applicant** must have/maintain credit acceptable to the District in accordance with applicable fees to continue service under this Agreement. Should water bills rendered to the **Applicant** for this or any other account not be paid in a timely basis and require collection activity, including any fees associated with the District’s Conservation Ordinance Violations, this Agreement may be terminated immediately by the District.
8. This Agreement does not prevent discontinuation of service due to a tenant’s or **Applicant’s** nonpayment of bills or deposit. In the event of nonpayment by the tenant, the **Applicant** will be notified. Should the **Applicant** wish to prevent discontinuation of service to the property, the Applicant shall inform the District that the account is to be transferred into his/her name. If the **Applicant** does not wish to transfer the account into his/her name, this Agreement shall be terminated and the District shall continue with the standard “Discontinuation of Service for Non-Payment” procedure.
9. In the event of unauthorized usage by the tenant or **Applicant**, or if the equipment is found to be tampered with, water service to the premises will be terminated. In addition, this Agreement does not prevent discontinuation of service in the event of a hazardous condition found during routine maintenance or service request by the tenant.
10. This Agreement shall otherwise remain in effect until the **Applicant** or the District proves notification to the other party to terminate the Agreement. **Applicant** is responsible for terminating the Agreement to prevent continual billing of account(s) in **Applicant’s** name and covered by this Agreement after selling of property or change in ownership. Upon termination of the Agreement, any account billing in the **Applicant’s** name covered by the Agreement will be subject to service disconnection unless the District is notified otherwise.
11. The signatory to this Agreement represents that he/she has the authority to bind the corporation, partners, joint venture or individuals in this matter, if applicable.
12. This Agreement shall become effective within thirty (30) days after the completed and signed Agreement is received by the District.