CITY OF SANTA BARBARA

PROPERTY OWNER CONTINUOUS WATER SERVICE AGREEMENT

(Please print or type)

The City of Santa Barbara is requested to continue water service without interruption to each separately metered dwelling(s) at the following address(es) effective _____:

Address	Apt/Unit(s) Number	Account Number
		/
		/
		/
		/

(Note: For additional dwellings, please list on separate page(s).)

When the CITY OF SANTA BARBARA IS notified that a tenant is vacating the premises, the meter should be read and water service continued without interruption. Until the CITY OF SANTA BARBARA IS otherwise notified, water service should be billed to:

Name of Property Owner or Authorized Agent

Mailing Address

City State Zip Code

Name and title of contact person daytime telephone number

The undersigned is the owner or the owner's agent (see item 9 on the reverse side) of the premises listed above. The undersigned directs the City of Santa Barbara to continue water service from the time a tenant requests service to be closed until a new tenant applies for the service. This agreement is subject to the additional terms and conditions listed on the reverse side. By signing below, I acknowledge that I have read the entire agreement, including the terms and conditions on the reverse side, and agree to such terms and conditions.

Signature of Property Owner/Agent / Date

Signature of billing Office Representative / Date

Please return this form to:

CITY OF SANTA BARBARA, FINANCE
BILLING & CUSTOMER SERVICE
POST OFFICE BOX 1990
SANTA BARBARA, CA 93102-1990

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL RECEIPT OF WRITTEN NOTICE OF TERMINATION BY EITHER PARTY.

TERM AND CONDITIONS

Property Owner (Owner) or Authorized (Agent) and the City of Santa Barbara mutually agree as follows:

1. The City of Santa Barbara shall leave water service on from the time a tenant requests water service to be terminated until a new tenant has arranged for service in accordance with the City of Santa Barbara rules and regulation.

2. Owner or agent shall promptly pay water bills including service charges during times of vacancy. A charge of no less than $46 (subject to annual increases) shall be levied on the owner each time the account is transferred into the owner's name.

3. Owner or agent is responsible for informing new tenants of their need to arrange with the City of Santa Barbara water billing office for the transfer of the water service account into their individual names at the time of occupancy.

4. The City of Santa Barbara agrees that on receipt of notification from a current tenant to terminate service, the meter(s) shall be read on the agreed termination date or no later than two (2) working days after receipt of notification. The meter readings taken shall be used to bill the terminating tenant and also as a base to start billing the owner or agent.

5. In the event of a simultaneous request for termination of service from the current tenant and a request for turn-on of service from a new tenant, the account shall pass from the current to the new tenant without being subject to the provisions of the agreement.

6. Owner or agent must maintain good credit with the City of Santa Barbara to continue service under this agreement. Should water bills rendered to the owner or agent for this or any other account not be paid in a timely manner and/or require collection activity, this agreement may be terminated immediately by the City of Santa Barbara.

7. This agreement does not prevent discontinuation of service due to a tenant's nonpayment of bills. In the event of nonpayment or unauthorized usage by the tenant, or if the water meter is found to be tampered with, water service to the premises will be terminated.

8. This agreement shall remain in effect until owner or agent or the City of Santa Barbara notifies the other in writing of their intent to terminate this agreement. Termination of agreement shall become effective within ten (10) working days after giving written notice.

9. In the event owner or agent is a corporation, partnership, joint venture or group of individuals, the signer of this agreement certifies by his/her signature that he/she has the authority to bind the corporation, partners, joint venture or individuals in this manner.