Form No. 17

CONTINUOUS SERVICE AGREEMENT

Issued by

Advise Letter No. 248-W
Decision No. D. 06-08-017

Robert L. Kelly
Vice President

Date Filed
Effective
Resolution No.
When SUBURBAN WATER SYSTEMS (“Suburban”) is notified that a tenant is vacating the premises, the meter should be read and water service continued without interruption. Until Suburban is otherwise notified, water service should be billed to: (PLEASE PRINT OR TYPE)

(Name of owner/person responsible for bill)  (Social Security Number) or
(Name of owner/responsible corp., partnership, joint venture)  (Tax ID Number)
(Mailing Address)
(City, State and Zip Code)
(DBA or C/O)
(Phone Number, Name and Title of Contact Person)
(E-Mail if Available)

The undersigned is the owner or the owner/s agent (see Item 9 on the reverse side) of the premises listed below. The undersigned directs Suburban to continue water service from the time a tenant requests service to be closed until a new tenant applies for service. This agreement is subject to the additional Terms and Conditions listed below and on the reverse side. 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 owner/authorized agent  Title  Date
Signature of Suburban Representative  Effective Date of Agreement

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

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

Total number of units to be placed on Continuous Service Agreement  
(Note: For additional dwellings, please list on a separate page.)

PLEASE RETURN BOTH COPIES OF THE AGREEMENT FOR APPROVAL
SUBURBAN WATER SYSTEMS

SAN JOSE HILLS SERVICE AREA
2235 East Garvey Avenue North, Suite A
West Covina, CA 91791
Phone: (626) 543-2640  Fax: (626) 543-2664

WHITTIER/LA MIRADA SERVICE AREA
15088 Rosecrans Avenue
La Mirada, CA 90638
Phone: (562) 944-8219  Fax: (626) 543-2692
TERMS AND CONDITIONS

Property Owner (“Owner”) or Authorized Agent (“agent”) and Suburban Water Systems (“Suburban”) mutually agree as follows:

1. Suburban shall leave water service on from the time a tenant requests water service terminated until a new tenant has arranged for service in accordance with Suburban rules and regulations.
2. Owner or agent shall promptly pay water bills including service charges during times of vacancy.
3. Owner or agent is responsible for informing new tenants of their need to arrange with Suburban for the transfer of the water service account into their individual names at the time of occupancy.
4. Tenants must provide Suburban not less than two days’ advance notice of requesting termination of service. 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 this Agreement.
6. Owner or agent must maintain good credit with Suburban 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 basis and require collection activity, this Agreement may be terminated immediately by Suburban.
7. This Agreement does not prevent discontinuation of services due to a tenant’s nonpayment of bills or deposit. In the event of nonpayment or unauthorized usage by the tenant, 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.
8. **8.1 The owner/agent shall remain responsible under the terms of this Agreement for water service up to the date notice of termination is received by Suburban and is effective.** Notice of termination will be effective within ten (10) working days after it is received by Suburban. The owner/agent may terminate particular Dwelling Units from this Agreement or this Agreement in its entirety by delivering notice to Suburban at the address noted on the reverse side or the telephone number listed on the monthly bill. Written notice will be deemed received on the date it is delivered to Suburban personally or by courier or on the third working day after it is deposited in the U.S. mail, properly addressed with first-class postage prepaid. Telephone notice will be deemed received on the date owner/agent telephones Suburban at the number listed on the monthly bill, identifies him or herself and states that he or she is giving notice of termination of this Agreement (or which Dwelling Units are to be terminated).

8.2 Suburban may terminate this Agreement by giving ten (10) days written notice to the owner/agent listed on the reverse side of this Agreement. The ten days will begin on the date the notice is delivered personally or by courier or on the third working day after it is deposited in the U.S. mail, properly addressed with first-class postage prepaid.

8.3 The address for notice may be changed by notice given in the manner provided above.

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.

10. The effective date of this Agreement shall be within ten (10) working days after the original Agreement is received by Suburban.