



**Western Hills Water District
Owner/Tenant Billing Agreement**

The property owner receiving water and sewer service is ultimately responsible for water and sewer service charges at the property. For this reason, WHWD requires the property owner’s name to remain on the service account. To allow tenants to receive bills directly in their name, for convenience, Western Hills Water District (the “District”) requires a written agreement from the property owner. This agreement does **not** transfer liability. The Property Owner remains fully responsible for all charges.

Property Owner Information

Property Owner Name: _____ (“Property Owner”)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Account Number: _____

Tenant Information

Tenant Name: _____ (“Tenant”)

Service Address (if different): _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Agreement Terms

1. The undersigned Property Owner requests that WHWD bill the above-named Tenant directly for water and sewer service charges incurred at the above service address.
2. The Property Owner understands and agrees that, notwithstanding the direct billing to the Tenant, the Property Owner remains fully responsible and liable for all water and sewer service charges, fees, penalties, interest, and any other amounts due to the District for service provided to the service address property.
3. The Property Owner remains fully and primarily liable for all water and sewer service charges, late fees, penalties, interest, reconnection fees, collection costs, and other amounts owed to the District related to the service address, regardless of whether bills

are sent to the Tenant. The District may pursue collection from the Property Owner, which may include but shall not be limited to disconnection of service, placement of a lien on the property, and other remedies available under law.

4. The District will mail bills to the Tenant at the service address. The Property Owner may receive duplicate statements upon request.
5. This agreement does not relieve the Property Owner of any obligations under District rules, regulations, or ordinances.
6. The Property Owner agrees to notify the District in writing within ten (10) days of any change in tenancy or ownership. This agreement applies only to the Tenant named above. If the tenancy changes (new tenant, additional occupants, subleasing, etc.), the Property Owner must submit a new Owner/Tenant Billing Agreement for each new tenant. The District may continue billing the last-named Tenant until a new agreement is received and approved.
7. This agreement may be terminated by the Property Owner or District immediately upon written notice. Termination does not affect liability for charges incurred prior to termination. Upon termination, the District will resume billing the Property Owner directly. Termination does not relieve the Property Owner of liability for any charges incurred prior to the effective date of termination.
8. The Property Owner acknowledges receipt of the District's current Water Rates and Miscellaneous Charges and Fees schedule.
9. The District may require the Property Owner or Tenant to post a security deposit as a condition of direct billing to the Tenant. Any such deposit shall be refunded (less any outstanding charges) upon termination of service or satisfactory payment history.
10. This Agreement shall be governed by the laws of the State of California. Any disputes arising under this Agreement shall be resolved in accordance with District policies and applicable law. In the event any civil action is filed to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees.

Acknowledgment

I/We, the undersigned Property Owner(s), have read and understand the above terms and agree to be bound by them. I/We acknowledge that I/we remain ultimately responsible for all charges for water and sewer service at the property.

Signature of Property Owner: _____ Date: _____

Printed Name: _____

Signature of Co-Owner (if applicable): _____ Date: _____

Printed Name: _____

District Use Only

Received Date: _____

Approved By: _____