City of Morgan Hill – Utility Billing Dept.
17575 Peak Ave., Ste#100
Morgan Hill, CA 95037
Phone: (408) 779-7221
Email: utilitybilling@morganhill.ca.gov

CITY OF MORGAN HILL UTILITY SERVICES APPLICATION & CONTRACT

☐ Commercial-Bldg ☐ Fire-Sprinkler ☐ Landscape ☐ Multi-Residential

Date service requested* _____ Service Address _____

*requires one business day notice Monday-Friday

Business Name _____

Owner of Business _____

Contact Person (name and position) _____

Mailing Address _____

Fed Tax ID # and Driver's License #: _____

Business Phone No. _____ Alternate Phone No _____

Nature of Business, and MH Lic # _____ Backflow S/N # (required): _____

Primary Contact (for billing) email _____

Do you rent or own the building If renting: name & number of owner _____

****COPIES OF DRIVER'S LICENSE AND ARTICLES OF INCORPORATION OR LLC OF BUSINESS MUST ACCOMPANY THIS APPLICATION****

CUSTOMER AGREES:

- To pay for the utility rates and penalties in effect, subject to change at any time, including the **service charge fee of $45.00 for all new or reactivating accounts**. **This fee will be billed on the first month's bill**. This contract shall take effect on the date signed and rates shall be charged from the date services are provided. This contract is subject to all provisions of Morgan Hill Municipal Code Chapters 13.04 and 13.16, as amended from time to time.
- To not hold City responsible for any damage by water or by other cause resulting from defective plumbing or appliances on the premises supplied with water, installed by the owner or occupant. Customer acknowledges that the fact that the agents of City have inspected the plumbing and appliances shall not be pleaded as a basis of recovery in case of damage to the premises from defective plumbing or appliances installed by the owner or occupant.
- To not hold City responsible for damage caused to property of owner or occupant when water service is turned on. It is Customer's responsibility to ensure that all faucets on premises are turned off.
- That, in case the supply shall be interrupted or fail by reason of accident or any other cause whatsoever, City shall not be liable for damages for interruption or failure, nor shall such failures or interruptions for any reasonable period of time be held to constitute a breach of contract on the part of City or in any way relieve Customer from performing the obligations of this contract.
- That failure to receive utility billings will not be recognized as a valid excuse for failure to pay utility billings when due. The City's Finance Department must be notified of any change in occupancy or any change in mailing address. Customer acknowledges that unless Customer notifies City at least one business day in advance that Customer desires to stop utility services, Customer will be responsible for all utility charges until Customer notifies the City ***in writing***.
- That City reserves the right at any time to shut off the water supply because of repairs, extensions, nonpayment of rates or any other reason, and City shall not be responsible for any damage such as bursting of boilers supplied by direct pressure, the breaking of any pipe or fixture, stoppage or interruption of water supply or any other damage resulting from the shutting off of water.
- That Customer understands that it is unlawful for any person, unless duly authorized by the superintendent, to disturb, interfere with or damage any water main, water pipe, machinery, tools, meters or any other appliances, buildings, improvements, lawns, grass plots, flowers, vines, bushes, trees or other property belonging to, connected with or under the control of the municipal water supply system of City.

Authority to Execute. Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

Please contact the Utility Billing offices after submission to ensure receipt of request

I have selected the purpose of the requested meter above.

Date	Signature of Business Owner or Board Member (Digital Signature Not Accepted)	Print Name and Title of Signer
Date	Signature - Secondary (Digital Signature Not Accepted)	Print Name and Title of Signer