

COMFORTSYSTEMS TERMS AND CONDITIONS:

APPLICATION:

I hereby make application to the Public Works & Utilities (“the Department”) to install meters to measure water and/or gas for use only at the service address listed.

I hereby certify the information given on this application is true and correct. I authorize the Department to verify this information and retain the application whether or not it is approved. I further authorize the Department to receive and retain credit information on my credit experience with other creditors.

TERMS OF SERVICE:

I hereby agree to use said meters strictly in accordance with the ordinances, rules and regulations of the Department, which ordinances, rules and regulations are as truly a part of this application as though printed herein in full. I further agree to pay all valid bills or charges for materials and services of any nature whatsoever rendered by the Department, including, for damage to the meters and I hereby authorize the shutting off of any service under this application for any failure of payment as specified above. I also hereby agree the Department has the right to easy access to meters at all reasonable hours for reading or examination of the same or for any other lawful errand.

TRANSFER OF OWNERSHIP OF THE GAS SERVICE:

I hereby transfer ownership of the gas service at the service address from the main to the meter, to the City of Duluth, Department of Public Works & Utilities. I further grant a permanent right of access in, upon and under the premises at the service address for the purpose of operation, maintaining and repairing said gas service as shall be laid on/in the premises.

REMOTE READING UNIT:

By signing this application, the applicant agrees that the meter inside the building is always considered to be the accurate reading, unless determined by the Department to the contrary, and not that of any remote reading dial attached to the outside of the building.

If there is any discrepancy between the remote register reading and the meter reading the Department will, based on its findings, do the necessary repairs and either credit the applicant's account or bill the applicant for the additional consumption; therefore it is in the application's best interest to periodically compare the two readings for accuracy and notify the Department promptly when a discrepancy occurs.

SECURITY DEPOSIT WAIVER:

The applicant, by signing below, agrees and understands that should this account receive a termination of service notice within the first twelve (12) consecutive billings, the Department reserves the right to request a security deposit in the amount shown below. Failure to pay the requested security deposit may result in termination of service.

The amount of the security deposit required by the Department is calculated pursuant to Section 48-12 of the Duluth City Code.

Any security deposit required by the Department must be paid in full prior to approval and confirmation of your Application.