



Multi-Family Partnership Program - Service Agreement Form



Whereas the City of Austin ("Austin Energy") is offering a continuous electric service program, designated as the Multi-family Partnership Program (MPP), and whereas the undersigned ("Owner/Agent") desires to be a partner with Austin Energy in MPP; now, therefore, the Owner/ Agent agrees as follows:

Terms of Agreement:

- a. **Owner/Agent** shall promptly provide **Austin Energy** with a signed "Program Enrollment" form, "Service Agreement" form including date of sale of the property, 1st page of Property Management Agreement and signature page of Property Management Agreement if not owner managed, and a current list of vacant units to be enrolled. In addition, owner shall supply Austin Energy a Federal Tax Identification number if acquiring service as a corporation or limited liability corporation or partnership. The corporation or partnership must be registered to do business in the State of Texas with the Texas Secretary of State. A photo copy of driver license of owner will be needed to establish service with a social security number as a sole owner.
- b. **Owner/Agent** agrees to take continuous service at all rental units, under the terms of this agreement.
- c. **Owner/Agent** acknowledges master meters and water accounts are not eligible for participation in MPP and agrees to set up service separately through the Commercial Services department by calling 512-494-9400 and provide necessary documentation and service deposits.
- d. **Owner/Agent** shall notify **Austin Energy** within 10 days, after any event or changed condition that would render any information contained in the "Program Enrollment" form to be incorrect. In the event of said changes, a new "Program Enrollment" form and/or "Service Agreement" must be submitted to our offices within 10 days of event or changed condition to avoid service suspension, additional utility charges or additional fees.
- e. Upon notification by the resident, **Austin Energy** will terminate the resident's account and automatically change the account into the **Owner's/Agent's** name. Austin Energy will notify the **Owner/Agent** via a "Utility Status Report" by fax transmittal or e-mail when connects or disconnects have been requested by either the **Owner/Agent or Resident**. The **Owner/Agent** may request services be disconnected when services are in the **Owner's/Agent's** name; applicable fees may be incurred. The services will remain on and be billed to the **Owner's/Agent's** name until the **Owner/Agent** contacts **Austin Energy** — except in the event of a resident's failure to keep his utility bills current, in which case, service could be disconnected at the meter at **Austin Energy's** discretion. **Owner/Agent** agrees to reinstate services for vacant units within thirty (30) days for any unit disconnected for non-payment or any other reason.
- f. The **Owner/Agent** must inform the resident to contact **Austin Energy** to initiate service when the resident moves into the apartment/premise. The initial service date should coincide with the beginning lease date. The **Owner/Agent** agrees to be held responsible for any billing incurred until the resident notifies **Austin Energy** to transfer services into the resident's name. Charges could include, but are not limited to **consumption charges** and **meter tampering** charges incurred at the premise address in question.

- g. If the **Owner/Agent** violates any provision of this Agreement or the Utility Service Regulations, **Austin Energy** may, at its sole discretion, discontinue any fee waiver for the **Owner/Agent**, discontinue the property's participation in the program and/or pursue any other legal or equitable remedy available to **Austin Energy**.
- h. Participation in this program does not prohibit **Austin Energy** from termination of services for non-payment of bills. However, utility service will not automatically revert to the **Owner/Agent** name when a resident's service is terminated for non-payment or non-compliance with the Utility Service Regulations.
- i. This agreement may be terminated by either **Austin Energy** or the **Owner/Agent** by giving the other party written notice at least thirty (30) days prior to the date of termination.

Please complete the following information:

Austin Energy:	By:	Title:	Date:
Property Name:			
Owner/Agent:	By:	Title:	Date:
Signature	(Print Name)	Signature	(Print Name)

FAX to 512.505.4024: Austin Energy, Attn: Multi-Family Partnership Program, 721 Barton Springs Road, Austin, Texas 78704. For additional program information visit www.austinenergy.com, call us at 512-494-9400 or e-mail us at multifamily.partnership@austinenergy.com.