



Landlord Standby Service and Billing Agreement

CUSTOMER INFORMATION			
Customer Name			
Type of Entity	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Other: _____
Tax Identification Number (Corporation, LLC)	OR	Social Security Number (If Individual or Sole Proprietor)	
Mailing Address			
City	State	ZIP	
Phone	E-mail Address		

AUTHORIZED PERSONS	
The individuals listed below are fully authorized to act on behalf of the above customer until withdrawn by written notice to Emera Maine	
Name	
Name	

PROPERTY INFORMATION		
Account Number	Meter Number	Property Information (Please include the complete address, including city, state, apartment and lot numbers)

Note: Please use an additional page to list additional units

ACKNOWLEDGEMENT AND SIGNATURE	
I acknowledge that I have read the Landlord Standby Service and Billing Agreement Terms and Conditions attached to this Agreement, fully understand the Agreement and agree to be bound by such terms and conditions. Any changes to the Agreement must be in writing and requested by you or any authorized person. This Agreement will be effective within five (5) business days from Emera Maine acceptance of this signed form.	
Signature	Date

If the signatory is other than the property owner, please attach a letter of authorization from the property owner with this Agreement.

Emera Maine
P.O. Box. 932
Bangor, ME 04402-0932
FAX: (207) 990-6955

LANDLORD STANDBY SERVICE AND BILLING AGREEMENT
Terms and Conditions

This Landlord Standby Service and Billing Agreement (“**Agreement**”) is entered into by and between Emera Maine (“**Emera Maine**”) and the Customer of Record listed above (“**Landlord**”) as of the effective date listed above.

Whereas, this Agreement is made with reference to the following facts and objectives:

1. Landlord owns certain rental property, as set listed above in the section entitled “Property Information,” which may be updated from time to time (collectively the “**Property**”).
2. Emera Maine is the utility company authorized to provide electric utility service (“**Service**”) to the Property.
3. Landlord desires Service to the Property to continue uninterrupted when a tenant of the Property requests that Service in tenant’s name be disconnected.
4. The terms of your agreement require that you have no unpaid balances exceeding 30 days for the agreement to remain in effect.

Therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Service

- 1.1. *Request for Service.* Following the request of a tenant of the Property that Service be disconnected, Emera Maine will, without terminating Service to the Property, continue to provide Service to the Property and automatically transfer Service to the account of the Landlord as of the date Service is scheduled to be disconnected. Emera Maine’s obligations under this Agreement are limited to instances where a tenant requests Service be disconnected and do not extend to instances where Service to a tenant of the Property is disconnected for nonpayment. Emera Maine shall not be required to notify Landlord in advance of any request by a tenant of the Property to discontinue Service and Landlord’s obligations under this Agreement shall apply regardless of whether Landlord is aware that a tenant of the Property has requested Service be disconnected. Landlord agrees that Service will remain in Landlord’s name until a new tenant of the Property requests Service to be placed in his/her/its name or until Landlord provides Emera Maine with a written request to disconnect service to the Property.
- 1.2. *Ownership or Management Interest.* Emera Maine may, at any time, require Landlord to provide proof of ownership of, or management authorization for, the Property and Landlord agrees to deliver such further documents and take such further actions as Emera Maine may require to effectuate this Agreement.
- 1.3. *Refusal to Provide Service.* Emera Maine may terminate or condition the provision of Service to the Property in accordance with the rules and regulations of the Maine Public Utilities Commission.
- 1.4. *Sale or Transfer of Property.* The sale of the Property will not remove it from operation of this Agreement. Landlord agrees that if any Property listed above is sold or transferred, Landlord will notify Emera Maine. Emera Maine will continue to provide Service to such Property and bill Landlord, and Landlord agrees to pay Emera Maine, until Landlord notifies Emera Maine that the Property is no longer subject to this Agreement.
- 1.5. The terms of your agreement require that you have no unpaid balances exceeding 30 days for the agreement to remain in effect.

2. Charges and Fees.

- 2.1. *Monthly Bills.* Emera Maine will bill Landlord for Service to the Property in accordance with the terms and conditions of this Agreement and in accordance with the applicable rate tariff for the Property filed with the Maine Public Utilities Commission. Landlord agrees to pay all bills, charges and fees, including service establishment fees provided by Section 2.2 below, when they become due and payable.
- 2.2. *Service Establishment Fee.* In addition to the charges and fees set forth in Section 2.1 above, Emera Maine will charge Landlord a service establishment fee, at its then-prevailing rate, each time Emera Maine transfers Service to a Property to the account of the Landlord in accordance with Section 1.1 above or otherwise establishes Service to the Property in Landlord’s name.

3. Termination. Either party may terminate this Agreement by providing written notice of termination to the other party.

4. Limitation on Damages. Landlord and Emera Maine agree that neither Party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to Service provided under this Agreement.

5. Rules and Regulations/ Standard Offer. Service to the Property is subject to Emera Maine’s applicable Terms and Conditions and the rules and regulations of the Maine Public Utilities Commission. Service to the Property will be supplied by Emera Maine’s Standard Offer Supplier unless Landlord notifies Emera Maine otherwise.