

NEW MEXICO GAS COMPANY USE ONLY:

Customer Account # _____

Contract Account # _____

Date Received: _____ Credit Approval Date: _____ Date Effective: _____ Initials: _____



LANDLORD STANDBY SERVICE AGREEMENT

THIS LANDLORD STANDBY SERVICE AGREEMENT ("Agreement") is made by and between New Mexico Gas Company ("NMGC"), and _____ ("Landlord") (each a "Party" and collectively, the "Parties").

Section I - Recitals

- A. Landlord owns certain real property, as listed on Exhibit A attached to this Agreement ("Property"), in NMGC's service area.
- B. NMGC is the utility company authorized to provide gas services to the Property.
- C. Landlord desires gas services to the Property to continue uninterrupted when a person(s) or entity ("Tenant") who is leasing or otherwise inhabiting the Property requests that the gas services in Tenant's name be discontinued, an arrangement referred to as "Landlord Standby Program".

Section II - Agreement

NOW THEREFORE, New Mexico Gas Company and Landlord agree as follows:

- A. NMGC agrees not to terminate gas services to the Property when a Tenant requests that gas services in Tenant's name be discontinued. NMGC will instead transfer responsibility for gas services at the Property into the Landlord's name and account as of the date such services are scheduled to be discontinued under Tenant's name. Landlord agrees to pay any outstanding bills Landlord may owe to NMGC prior to entering into this Agreement. Landlord agrees that the gas services will remain in Landlord's name until a new Tenant requests gas services to be placed into his or her name, or until Landlord requests NMGC discontinue gas services. See Exhibit B.
- B. Landlord shall be liable for all bills for gas services provided to the Property which are incurred while gas service is in Landlord's name.
- C. NMGC is not responsible for a Tenant's delay in, or failure to, place service in Tenant's name.
- D. If there is more than one Property, or more than one unit per Property, each unit/Property must be separately metered.
- E. NMGC may unilaterally terminate this Agreement if Landlord fails to pay any billed charges for gas services in Landlord's name by the relevant due date of the bill.
- F. Landlord may not request to disconnect gas service that is in a Tenant's name.
- G. This Agreement DOES NOT automatically terminate if Landlord sells or otherwise transfers ownership of the Property. Landlord will remain liable for all charges related to gas services in Landlord's name to the Property until such time Landlord contacts NMGC to terminate this Agreement.

Section III – Governing Provisions

A. Term

This Agreement shall commence no later than five (5) business days after Landlord's credit approval is verified and shall be effective for each property listed on Exhibit A until the Landlord provides notice to NMGC that a listed property is no longer subject to the Agreement.

B. Charges and Fees

Landlord shall be charged all applicable fees to initialize gas services if gas services are discontinued prior to NMGC and Landlord entering into and executing this Agreement.

C. Notice to Discontinue Services for Non-Payment

1. NMGC shall not be required to notify Landlord in advance of any Tenant's request to discontinue gas service at the Property.
2. The obligations of the Parties under this Agreement are limited to instances where a Tenant requests gas services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment. NMGC will, however, attempt to notify Landlord of any impending discontinuance of gas service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with NMGC. This provision shall apply only in instances where the Tenant who has signed the Authorization for Information Disclosure Form is the same person(s) who has requested and receives gas services for the same address. See Exhibit B (Part 1).

D. Request for Information

Landlord must submit a request to NMGC, for any updates or changes, including but not limited to, mailing address changes, phone number updates, or any other amendments or modifications to information provided to NMGC.

E. Limitation on Damages

Landlord and NMGC agree that neither Party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.

F. Termination

Either Party may terminate the Agreement by providing three (3) business days prior written notice of termination to the other Party. Such termination shall not change or modify the obligations of Landlord for any gas services rendered on and prior to the effective date of termination.

This Agreement and all provisions shall be binding upon the Parties, their executors, successors, and administrators and permitted assignees.

LANDLORD:

Signature: _____

Name (print): _____

Date: _____

NEW MEXICO GAS COMPANY:

Signature: _____

Name (print): _____

Date: _____

LANDLORD INFORMATION:		
Mailing Address:		
Name:		
Street:		
City:	State:	Zip Code:
Daytime Telephone Number: ()		Evening Telephone Number: ()
Fax Number: ()		Email Address:

**LANDLORD STANDBY
SERVICE AGREEMENT**
EXHIBIT A

Please list the service address for each Property to be included in the Landlord Standby Program. If you would like to have service turned on at a property currently unoccupied, please indicate below. If you would like services transferred from an account currently active in previous owner/landlord name, please provide the name of the former owner/landlord_____.

Rental Property Address	Turn On	Rental Property Address	Turn On
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐
	Yes ☐ No ☐		Yes ☐ No ☐

NEW MEXICO GAS COMPANY
Attn: Landlord Standby Dept.
P.O. Box 97500
Albuquerque, NM 87199-7500

EXHIBIT B
(PART 1)

AUTHORIZATION FOR INFORMATION DISCLOSURE FORM

I, _____, hereby authorize New Mexico Gas Company to notify the Landlord if
(Print full name)

gas service is scheduled to be discontinued for non-payment at the following address:

_____.

Tenant Signature **(Required)**

EXHIBIT B
(PART 2)

REQUEST TO DISCONTINUE/FORCE OFF GAS SERVICE

This request will turn off the gas service but will **not** terminate your Landlord Standby Service Agreement.
To terminate your contract or properties under the contract, please complete and return the Termination of Landlord Standby Service Agreement form.

Landlord/Owner: _____

For Property located at: _____

Please issue a discontinuance of service for gas service effective **(Please allow 3 business days):**

Date: _____ **(Request will not be executed if a new Tenant places service in their name within this period.)**

Signature of Landlord or Agent **(Required)**

NEW MEXICO GAS COMPANY USE ONLY:

Customer Account # _____

Date Received: _____ Date of Service Order: _____ Initials: _____