DEC 2 7 2013

SOCORRO ELECTRIC COOPERATIVE, INC.

SAMPLE FORM NO. 21

Rental Property Electric Service Agreement

Please see attached Rental Property Electric Service Agreement.

ADVISED NOTICE NO. 68

JOSEPH M. HERRERA, General Manager

EFFECTIVE

JAN 27 2014

REPLACED BY NMPRC
BY Operation of Law

Form No. 91

SOCORRO ELECTRIC COOPERATIVE

Your Touchstone Energy® Cooperative

SEC USE ONLY: Customer Account # _____

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

LANDLORD STANDBY (ELECTRIC) SERVICE AGREEMENT

THIS AGREEMENT is made by Socorro Electric Cooperative, Inc., ("SEC") and _____ ("Landlord") (each a "Party" and collectively, the "Parties").

Section I - Recitals

A. Landlord owns certain rental property, as listed on Exhibit A, attached to this Agreement ("Property").

B. SEC is the utility company authorized to provide electric services to the Property.

C. Landlord desires electric services to the Property to continue uninterrupted when a Tenant requests that the services in Tenant's name be discontinued.

Section II - Agreement

NOW THEREFORE, SEC and Landlord agree as follows:

A. SEC agrees not to terminate services to the Property when a Tenant requests that electric services be discontinued. SEC will instead transfer services into the Landlord's name and account as of the date such services are scheduled to be discontinued. Landlord agrees to pay all of the outstanding bills prior to entering into the Landlord Standby Service Agreement by and between SEC and Landlord. Landlord agrees that the services will remain in Landlord's name until a new Tenant requests services to be placed into his or her name, or until Landlord provides written request to discontinue service in order to encourage new Tenant to place service in his or her name. See Exhibit B, Part B.

B. Landlord shall be liable for all bills incurred while service is in Landlord's name.

C. SEC is not responsible for a Tenant's delay in, or failure to, place service in Tenant's name.

Section III – Governing Provisions

A. Term

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

B. Charges and Fees

Landlord shall be charged all applicable fees to initialize electric services if services are discontinued prior to SEC and Landlord entering into and executing the Landlord Standby Electric Service Agreement.

C. Notice to Discontinue Services for Non-Payment

1. SEC shall not be required to notify Landlord in advance of any Tenant's request to discontinue service. SEC will however attempt to notify Landlord of any impending discontinuance of service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with SEC. 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 electric services for the same address. See Exhibit B, Part A.

2. The obligations of the parties under this agreement are limited to instances where a Tenant requests electric services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment.

3. If Tenant has vacated the rental property and Landlord requests to have services reconnected in the Landlord's name, SEC will impose the current applicable fees and charges, as approved by the New Mexico Public Regulation Commission and will require payment of all outstanding past due amounts incurred by Landlord.

D. Request for Information

Landlord must submit a request in writing 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 SEC.

E. Limitation on Damages

Landlord and SEC 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 this 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 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	**SEC REPRESENTATIVE**
Signature:_____	Signature:_____
Name (please print): _____	Name (please print):_____
Date: _____	Date:_____
SS# or Tax ID #:_____	

Mailing address for Landlord:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone number for Landlord: Daytime (_____) _____ - _____, Evening (_____) _____ - _____

Fax number for Landlord: (_____) _____ - _____

E – Mail address:_____

LANDLORD STANDBY ELECTRIC
SERVICE AGREEMENT
Rental Property Listing
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
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐
	Elec ☐		Elec ☐

Socorro Electric Cooperative, Inc.
P.O. Box H
215 Manzanares Ave. E
Socorro, NM 87801
575-835-0560

SOCORRO ELECTRIC COOPERATIVE
Your Touchstone Energy® Cooperative
The power of human connections®

EXHIBIT B

PART A - AUTHORIZATION FOR INFORMATION DISCLOSURE FORM

I _____ authorize SEC to notify
(print first and last name)

the Landlord if electric service is scheduled to be discontinued for non-payment at the following address:

_____

_____.
(Tenant Signature)

PART B - REQUEST TO DISCONTINUE ELECTRIC SERVICE

Landlord/Owner: _____

For property located at: _____.

PLEASE ISSUE A DISCONTINUANCE OF SERVICE ORDER FOR

ELECTRIC SERVICE EFFECTIVE: (date) _____ Please allow 3 business days.
(Request will not be executed if new tenant places service in their name within this period.)

_____.
(Signature of Landlord or Agent is mandatory.)

SEC USE ONLY:
Discontinuance of Service Orders were placed _____ by _____.
Date SEC Representative

Socorro Electric Cooperative, Inc.
P.O. Box H
215 Manzanares Ave. E
Socorro, NM 87801
575-835-0560

SOCORRO ELECTRIC COOPERATIVE
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The power of human connections®

TERMINATION OF LANDLORD AGREEMENT

This is to notify Socorro Electric Cooperative, Inc. (SEC) that we are requesting to terminate our Landlord Standby Agreement for the following property(s) effective as of _____ .

List all properties to be terminated:

Service Address	**Account Number**	**Electric**
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐

Specify: If electric service is currently ON in landlords name, do you wish to have the services **TURNED OFF**?

ELECTRIC Yes ☐ No ☐

We understand that **SEC** requires three (3) business days notice prior to termination of the Agreement. **Please accept the following name and *signature* to terminate the Landlord Agreement.**

Name of Owner: _____

Name of Management Company _____
(if applicable)

Please provide *forwarding address and phone number* for landlord (property owner).

_____

_____

Signature: _____

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LANDLORD STANDBY
SEC AUTHORIZATION OF 2ND PARTY

I _____ said owner(s) of the property located at
(Please Print)

_____
(Street number and name also include all units associated with said property(ies).)

_____, _____ _____
(City) (State) (Zip Code)

Give authorization to _____
(Name of Representative/Agent/Management Company)

to handle my SEC electric account(s) on my behalf.

Name of Representative and/or Company _____

Mailing address _____

City _____ State _____ Zip Code _____

Phone number _____ Fax number _____

Email address (if applicable) _____

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

_____ _____
Signature of Owner Second Owner Signature
(if applicable)

_____ _____
(Representative and/or Acting Agent) (Signature of Representative and/or Acting Agent)
(please print)

SOCORRO ELECTRIC COOPERATIVE

EXHIBIT B

PART A - AUTHORIZATION FOR INFORMATION DISCLOSURE FORM

I _____ authorize SEC to notify
(print first and last name)

the Landlord if electric service is scheduled to be discontinued for non-payment at the following address:

_____

_____.
(Tenant Signature)

SOCORRO ELECTRIC COOPERATIVE

LANDLORD FORCE OFF - ELECTRIC SERVICE

Landlord/Owner:

_____

For property located at _____,
which has been leased to

_____.

PLEASE ISSUE A CUT OFF ORDER FOR ELECTRIC SERVICE EFFECTIVE:

Date: _____ please allow 3 business days. (Request will not be executed if new tenant places service in their name within this period.)

_____.
Signature (Signature of Landlord or Agent is mandatory.)

SEC USE ONLY:
Turn off order(s) were placed _____ by _____.
Date MSR