

# Multi-Family Partnership Program Service Agreement Form



Whereas, City of Austin, dba Austin Energy ("Austin Energy") is offering a continuous electric service program for residential rental properties, designated as the Multi-Family Partnership Program (MPP).

Whereas, the purpose of this program is to provide automatic transfer of utility services from vacated rentals into the name of the property owner.

Whereas, the undersigned owner ("Owner") of a property served by a master meter that will remain in the owner's name desires to participate in MPP; now, therefore, the Owner agrees as follows:

**Terms of Agreement:**

- A. Properties must have two or more units per street address in order to enroll in MPP.
- B. Owner shall promptly provide Austin Energy with a completed and signed "Program Enrollment" form, a signed "Service Agreement" form including, as applicable, date of sale of property, first page of Property Management Agreement, signature page of Property Management Agreement if not owner-managed, and a current list of vacant units to be enrolled.
- C. Proof of identity will be required. In addition, Owner shall supply Austin Energy a Federal Tax Payer Identification Number (Social Security Number or Federal Employer Identification Number).
- D. Owner agrees to take continuous service at all rental units, under the terms of this agreement. Owner is responsible for all bills accrued while rental units are billed in the Owner's name. Non-rental unit accounts will remain in the property owner's name.
- E. Property owner will be assessed an enrollment fee of \$20.00 per unit being enrolled. Deposits will be assessed in accordance with City of Austin Utility Service Regulations.
- F. Owner is responsible for monitoring debt accrued on rental unit accounts that are in the Owner's name. Austin Energy may disconnect service to non-rental unit accounts if the property owner fails to pay debts in a timely manner.
- G. Owner agrees to pay all bills by the due date as stated on the bill. Failure to maintain good financial standing with Austin Energy may result in the assessment of a deposit of up to three times the average monthly usage of all property accounts. This deposit is refundable after the Owner maintains 24 consecutive months of on time bill payment.

- H. Owner shall notify Austin Energy within 10 days of 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 "Change of Information" form must be submitted within 10 days of event or changed condition to avoid service suspension, additional utility charges, or additional fees. In the event that the property owner changes, Austin Energy must be notified by the date of the change of ownership. Owner will be responsible for any charges accrued until Owner notifies Austin Energy of change of ownership
- I. Upon notification by the tenant, Austin Energy will either initiate service in the tenant's name, or terminate the tenant's account and automatically change the account into the Owner's name. Austin Energy will notify the Owner via a "Utility Status Report" by fax transmittal, email, or the MPP online portal when service connects or disconnects have been requested by either the Owner or tenant. The Owner may request services be disconnected when services are in the Owner's name; applicable fees may apply. Otherwise, the services will remain on and be billed in the Owner's name until the Owner contacts Austin Energy. Any disconnections for non-payment for vacant units may revert to the Owner's name after 30 days.
- J. Owner must inform the tenant to contact Austin Energy to initiate service when the tenant moves into the unit. The initial service date should coincide with the beginning lease date. The Owner cannot keep service on in the Owner's name while a tenant resides in the unit. The Owner agrees to be held responsible for any billing incurred until the tenant notifies Austin Energy to transfer services into the tenant's name or until the Owner requests a hard disconnect of services. Charges to the Owner could include, but are not limited to, consumption charges, tampering charges, and hard disconnect charges.
- K. Participation in this program does not prohibit Austin Energy from termination of services for non-payment of bills. If the Owner violates any provisions of this agreement, or the City of Austin Utility Service Regulations, Austin Energy may, at its sole discretion, immediately and without notice discontinue the property's participation in the program and pursue any other legal or equitable remedy available to Austin Energy.
- L. Except as stated in section I, this agreement may be terminated by the Owner giving Austin Energy written notice at least 30 days prior to the date of termination.

**Property Name and Address:**

**Owner Signature:**

**Date:**

**Print Name:**

**Title:**