



**CONTINUOUS SERVICE AGREEMENT**

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Midland Power Utility Corporation, hereinafter referred to as the "Electrical Distributor", and \_\_\_\_\_, hereinafter referred to as the "Landlord".

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide continuous electrical service to the premises specified herein regardless of changes in occupancy.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Term** – This Agreement shall be effective as of the date first-above written and shall continue in effect until terminated by either party hereto by giving ten (10) days written notice to the other party or until otherwise terminated by action of any federal or provincial agency or court. The termination of this Agreement shall not relieve Landlord from its obligation to pay for any charges accrued prior to the effect date of termination.
2. **Cost** – The "Account Set up Charge /Change of Occupancy Charge" as set out in the Distributor's Tariff of Rates and Charges will be applied to the Landlord or the next tenant if immediate possession is taking place by the new tenant.
3. **Responsibility for Payment** – This Agreement provides for continuous electrical service to the premises specified herein. The Landlord shall be solely responsible for payment of all charges incurred following discontinuance of service by a tenant until such time as another tenant of those premises assumes responsibility by signing for electrical service at the location, regardless of whether or not the Landlord receives notice from the outgoing tenant. In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of service, the Electrical Distributor's records will be deemed conclusive. In the event that the Landlord fails or refuses to pay as billed, this Agreement shall be cancelled, the provisions of Section 4 herein shall apply, and procedures for termination of services and collection of amounts due will be instituted in accordance with applicable sections of the Electrical Distributor's disconnection and collection policies.
4. **Notices** – The Landlord agrees to provide written notice to the Electrical Distributor of any change in mailing address or phone number. The Landlord also agrees to provide written notice to the Electrical Distributor of properties that are purchased or sold that affect the scope of this agreement. Billings by the Electrical Distributor will constitute the sole notification to the Landlord by the Electrical Distributor of discontinuance of service by a tenant.
5. **Assumption of Risk** – The Landlord hereby assumes any and all risks which may be occasioned by continuous electrical service to the premises, including, without limitation, continuous water service. Such risks include, but are not limited to, freezing of water fixtures, water damage resulting from open or broken fixtures, and theft of water. The Landlord also assumes the risk that a new tenant may neglect to sign up for electrical service in that tenant's name and that the Landlord will continue to be billed for such electrical service, and also assumes the risk that a tenant may cancel electrical service yet continue to reside at the premises and use services for which Landlord will be billed.
6. **Cancellation** – Failure of the Landlord to pay bills promptly when due shall constitute sufficient grounds for cancellation of this Agreement by the Electrical Distributor, and shall render the Landlord ineligible to enter into any Continuous Service Agreement for any premises for a period of six (6) months after all overdue amounts are paid.
7. **Miscellaneous** – This Continuous Service Agreement supersedes all prior written or verbal agreements between the parties relative to continuous service to the premises specified below. Failure by any party to insist upon the strict performance of any duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach, agreement, term or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Continuous Service Agreement the day and year first-above written.

\_\_\_\_\_  
Signed By: Supervisor, Billing Department

\_\_\_\_\_  
Signed by: LANDLORD

\_\_\_\_\_  
Print Name: LANDLORD

\_\_\_\_\_  
Home Address (Street & Mailing)

\_\_\_\_\_

Phone: \_\_\_\_\_



**WAIVER OF CONTINUOUS SERVICE AGREEMENT.**

IN WITNESS WHEREOF, the Landlord has decided not to enter into a "Continuous Service Agreement" with the Distributor.

In signing this waiver the Landlord acknowledges that distributor services will be disconnected upon notification from the current (account holder) tenant.

The Landlord acknowledges that he/she is assuming all risk as set out in Section 5 of the Continuous Service agreement.

The Landlord acknowledges that he/she is responsible for payment of all service charges incurred during the disconnection period.

The Landlord also acknowledges that he will be responsible for paying, or for notifying the new tenant that they are responsible for paying of the "Reconnection Charge" prior to the distributor proceeding with a request to reconnect distributor services to the rental unit. The Reconnection Charge is as set out in the Distributor's "Tariff of Rates and Charges".

This waiver of the Continuous Service Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between (name of LDC), and \_\_\_\_\_, the Landlord.

\_\_\_\_\_  
Signed By: Supervisor, Billing Department

\_\_\_\_\_  
Signed by: LANDLORD

\_\_\_\_\_  
Print Name: LANDLORD

\_\_\_\_\_  
Home Address (Street & Mailing)

\_\_\_\_\_  
Phone: \_\_\_\_\_

Please list all premises that are affected by this agreement:

- Includes all properties associated with named Landlord (see above)
- Includes all units associated with listed address (see below)

**Premises Address:**

**Account Number:**
