



APS Landlord Transfer of Service Agreement

- 1. Complete, print, and sign form.
- 2. Scan and email to businesscare@aps.com or mail to APS, MS 3204, PO Box 53933, Phoenix AZ 85072-3933. Retain a copy for your records.

Preparer's name Phone

Responsible party (complete all applicable fields)

Customer of record/Responsible party

Entity type

Partnership Corporation Limited Liability Company
 Individual/ Sole proprietor Other

Tax ID# (If Partnership, Corporation or Limited Liability Company) or Last 4 of SSN (If individual or sole proprietorship)

Business phone Alternate phone (Mgmt. Co., site manager, etc.)

Name of business or property ((DBA name of apts., shopping center, business park, or N/A if not applicable)

Service address(es)

Number of units

Principal (Sole owner, officer, general partner, member)

Phone Email

Mailing address

Authorized persons
 The individuals listed below are fully authorized to act on behalf of the above entity until APS is notified in writing that authorization is withdrawn.

Name Name

By signing this agreement, I attest that I am the landlord of this property, and I acknowledge that I have read the APS Landlord Transfer of Service Terms and Conditions (page 2 & 3), and understand and agree to be bound by the terms of this agreement.

Landlord / Responsible party
 (Printed name and title with the company)

Signature

Name of Customer of Record / Responsible Party

Date

For APS use only: Account # APS Landlord Services – 602-371-5080

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APS Landlord Transfer of Service Agreement Terms and Conditions

This Landlord Automatic Transfer of Service Agreement (the "agreement") is entered into by and between Arizona Public Service Company, an Arizona corporation ("APS"), and the customer of record / responsible party noted above (the "landlord") as of the date executed by APS below.

Section I - Recitals:

1. Landlord is the owner or managing agent for the owner of that certain real property listed above (the "property").
2. APS is the utility company authorized to provide electric service to the Property.
3. Landlord is interested in having electric service to the Property continue uninterrupted after a tenant of the Property has ordered that the service in tenant's name be disconnected.

Section II - Agreement:

Therefore, the parties do hereby agree as follows:

1. Upon the request of a tenant of the Property that electric service be disconnected, APS shall, without terminating service to said Property, automatically transfer service to the account of Landlord.
2. APS will bill Landlord for said electric service in accordance with the Terms and Conditions for the Sale of Electric Service filed with the Arizona Corporation Commission and in accordance with Section III of this Agreement entitled **governing provisions** which are binding upon the parties.
3. Landlord shall pay all bills when they become due and payable.

Section III - Governing provisions:

1. The applicable service shall be kept in Landlord's name when the account is not in the name of a tenant.
2. Landlord shall be liable for all bills incurred while service is in Landlord's name.
3. Landlord shall be liable for all electric service to the Property, from the time a tenant orders the service disconnected, even if the Landlord is not aware that the tenant has done so.
4. Landlord may choose to have the service transferred to his name if the tenant's service is disconnected for non-payment of bills. If Landlord chooses to have service transferred to his name after the tenant's service has been disconnected for non-payment of bills, he must notify APS of his intentions.
5. APS reserves the right to terminate or refuse service to the Property if a customer of APS with an outstanding bill for services rendered to the Property remains on the property.
6. APS may, at any time, require proof of ownership, or management authorization, of the Property and may require the Landlord's name, mailing address and other relevant information to accurately identify the Landlord.
7. Either party may terminate this agreement by giving notice of termination to the other party. You must notify APS by email or phone to cancel, add or remove a property from your Landlord agreement. You will continue to be billed for all electric services used at this property in accordance with the Landlord Transfer of Service Terms and Conditions until notification is received.
8. If the Landlord does not have established credit with APS, an acceptable letter of credit from a comparable electric utility company may be provided, or the applicant may consent to having a credit score obtained from a credit rating agency where an acceptable rating will serve in place of prior APS history.
9. Default electric rate – The default electric rate for Landlord account(s) is the "Fixed Energy Charge Plan – Tier 1" rate plan. If Landlord elects a different rate, Landlord must notify the company each and every time the tenant terminates service."

Termination of this agreement by APS shall be directed to Landlord at Landlord's mailing address.

Termination of this agreement by Landlord must be directed to APS by email or phone.

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