

SaskEnergy
LANDLORD SERVICE TRANSFER AGREEMENT

Contracting Party (the 'Landlord'): _____

Primary Contact Information: Registered Owner: ____ Property Manager: ____ Other: _____

Contact Person: _____ Drivers License: _____ Hosp: _____

Mailing Address: _____ (SaskEnergy bill will be sent to)

_____ City/Town Prov. PC

Contact Numbers: Phone: (____) _____ Home Phone: (____) _____

Cell: (____) _____ Fax: (____) _____

Secondary Contact Information (If applicable):

Name: _____ Contact: (____) _____

Advance Notification Information: Please enter one format only

E-mail Address: _____ OR Fax: (____) _____

This Agreement between the Landlord and SaskEnergy shall be subject to the terms and conditions listed herein (the 'Conditions'), The SaskEnergy Act, The SaskEnergy Regulations, and SaskEnergy's general terms and conditions of service, as contemplated by Section 16 of The SaskEnergy Act (the "General Terms and Conditions of Service"), all as amended from time to time. **Please read and initial the Conditions attached hereto or listed on the reverse (as the case may be) before signing below.**

As the Landlord of these Premises, I agree to notify SaskEnergy of any changes to this information, including the sale of any of the Premises listed, and I understand that I am responsible for billing until so notified.

RESTRICTION: Email notifications and faxes are automatically generated by SaskEnergy's computer systems, and shall be deemed to have been received by the Landlord on sending, regardless of actual receipt. The parties agree that the time and date identified in SaskEnergy's electronic mail program as the time and date that the notification was sent to the Landlord, shall be deemed to be conclusive evidence of the time and date of receipt by the Landlord, regardless of actual knowledge to the contrary, and same shall be conclusive and binding on Landlord in the event of a dispute. **The Landlord has an obligation to supervise the Premises and bears all risk associated with use of or reliance upon email and fax notifications generated by SaskEnergy's computer systems.** Landlord acknowledges that notifications are transmitted over the internet and communication lines, and SaskEnergy cannot guarantee the privacy or security of, nor will SaskEnergy be responsible or liable for damages to information sent in these ways or for any malfunction or failure in electronic communication or transmission.

RESTRICTION: NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL SASKENERGY BE LIABLE TO THE LANDLORD FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, BUSINESS INTERRUPTION DAMAGES OR LOSS OF DATA) IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT SASKENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Landlord Signature _____ Date _____

List of Premises Covered

FOR SASKENERGY USE ONLY
Date Received _____ Entered By _____ Agreement # _____

Please return to : Your local SaskEnergy Office

LANDLORD SERVICE TRANSFER AGREEMENT
March, 2005

Conditions:

1. 'Tenant' shall mean any party in possession of or in billing at the Premises other than the Landlord or registered owner.
2. The Landlord hereby authorizes SaskEnergy, without further instruction, to transfer natural gas service into the name of the Landlord on discontinuance of billing in the name of the Tenant and to, thereafter, bill the Landlord for all charges relative to said Premises. The Landlord undertakes to pay all amounts so billed, and unless otherwise provided herein, to comply with SaskEnergy's General Terms and Conditions of Service.
3. SaskEnergy agrees to waive the Tenancy Change Connect Fee and to generate an electronic mail or fax notification to the Contact Person, when the Landlord is placed in billing pursuant to paragraph two.
4. This Agreement shall remain in full force and effect until terminated by either party on thirty (30) days notice. The Landlord shall remain liable for all obligations incurred under this Agreement prior to the date of termination.
5. The parties agree that if disconnection for non-payment occurs at any time and the Tenant continues to reside at the premise, service shall not be restored in the Tenant's name until the Tenant pays all of their arrears. Further, notwithstanding anything in this Agreement, billing shall not be transferred into the Landlord's name without prior payment of the Tenant's arrears incurred at that location while the Tenant remains at the location. Reactivation hours are between 8:00 am and 4:30 pm Monday to Friday (excluding holidays). If a request for reactivation is received prior to 12:00 (noon), SaskEnergy will attempt to schedule the reactivation for that day. Requests received after 12:00 (noon) will be scheduled for the following business day.
6. Billing may be transferred into the Landlord's name without payment of the Tenant's arrears if eviction proceedings have been commenced, and are diligently pursued. Failure of the Landlord to obtain an eviction may result in a discontinuance of service to the Landlord.
7. If the Landlord requests that the natural gas service be shut off in lieu of transferring the service into the Landlord's name, a disconnection charge will be applied, in accordance with the General Terms and Conditions of Service.
8. A Tenant's account information is confidential and can only be accessed by the Tenant, or by the Landlord with the written consent of the Tenant.
9. SaskEnergy will notify the Landlord or contact person of pending disconnections of the natural gas service by electronic mail or electronic fax notification. Disconnection for safety reasons, maintenance, or repair is excluded from the advance notice. **SaskEnergy's past practice of telephone notification during winter months will be phased out in SaskEnergy's discretion and SaskEnergy has no obligation to continue to notify by telephone.**
10. This written Agreement supersedes all prior agreements, understandings, representations and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. This Agreement is supplemental to SaskEnergy's General Terms and Conditions of Service. In the event of a conflict between this Agreement, and SaskEnergy's General Terms and Conditions of Service, this Agreement shall govern. The parties acknowledge that any amendments or modifications whatsoever to this Agreement shall be in writing signed by the parties hereto. This Agreement shall be governed by the laws of the province of Saskatchewan.
11. The Landlord represents that it has full authority and capacity to contract in regards to the Premises. The Landlord hereby consents to SaskEnergy providing service at the Premises, on the instruction of third parties identifying themselves as Tenants, and SaskEnergy shall have no obligation to take further steps to verify said representation. **Landlord agrees to indemnify and hold harmless SaskEnergy against any claim, loss, cost, or damages that may be brought against SaskEnergy arising from this Agreement or as a result of or by any act or omission whatsoever of the Landlord.**
12. The parties agree that the limitation period pursuant to The Limitation of Actions Act, as amended, shall be extended from two years to six years for breach of contract, or breach of the General Terms and Conditions of Service.
13. No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of the covenant or condition to be performed.
14. Each party shall at any time and from time to time, upon request of the other, execute and deliver such further documents and do such further acts and things as the other party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
15. This Agreement shall not be assignable without the prior written consent of SaskEnergy. Ownership, sale or transfer of the Premises will not affect the obligations of the Landlord under this Agreement. This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.
16. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. Capitalized terms shall have the meaning given in the General Terms and Conditions of Service unless otherwise defined herein.

Initial Here!