



**LANDLORD SERVICE TRANSFER AGREEMENT**  
**March 2012**

**Conditions:**

1. The Landlord hereby consents to SaskEnergy providing Services, including without limitation, Natural Gas Services 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 such representation. '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 Discontinuation 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 Terms and Conditions of Service Schedule. Except where the Landlord elects to make payment as provided for in paragraph 5, the Landlord shall not be responsible for Tenant accounts.
3. SaskEnergy agrees to waive the Tenancy Change 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 acknowledge that if Disconnection for non-payment (or for failure to otherwise comply with the Terms and Conditions of Service Schedule) occurs at any time and the Tenant continues to reside at the premise, Service shall not, at SaskEnergy's sole and arbitrary discretion, be restored in the Tenant's name until the Tenant pays all of the arrears, or remedies the breach, and provides any deposit or security required by SaskEnergy. Further, notwithstanding anything in this Agreement and to give effect to the foregoing, where the Tenant continues to reside at the premise, a Landlord may not apply for Service in the Landlord's own name without prior payment of the Tenant's arrears incurred at that location. 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 Discontinuation of Service to the Landlord.
6. Reactivation hours are between 8:00 am and 4:30 pm Monday to Friday (excluding holidays). Same day reactivation of Service following a Disconnect is not guaranteed. If a request for reactivation is received prior to 12:00 (noon), SaskEnergy may attempt to schedule the reactivation for that day.
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 Fee will be applied, in accordance with the Terms and Conditions of Service Schedule.
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 has been phased out and SaskEnergy has no obligation to continue to notify by telephone. Any future policy, undertaking or effort to notify landlords by telephone of Disconnection of Service shall be a courtesy only, and shall not create any obligation to so notify, or any subsequent obligation to so notify.**
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 Terms and Conditions of Service Schedule. Except as otherwise provided herein, in the event of a conflict between this Agreement, and SaskEnergy's Terms and Conditions of Service Schedule, this Agreement shall govern. The parties acknowledge that any amendments or modifications whatsoever to this Agreement shall be in writing. 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, as owner or on behalf of and as agent of owner, as the case may be. **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. **NOTHING IN THIS AGREEMENT SHALL CREATE ANY OBLIGATION ON THE RELEASEES TO MAKE INQUIRIES AS TO THE OWNERSHIP OF THE PREMISES, TO MAKE INQUIRIES AS TO WINTERIZATION OF THE PREMISES, OR TO TAKE ANY ACTIVE STEPS TO PRESERVE THE PREMISES WHATSOEVER.**
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 ensures 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 Terms and Conditions of Service Schedule unless otherwise defined herein.
17. All notices shall be in writing and sent by ordinary mail or delivered in person to the Landlord at the Mailing Address indicated above, and to SaskEnergy at *the address below*. All notices shall be deemed effective on actual receipt, or where sent by ordinary mail, three days after mailing.

**I have read and agree to the conditions outlined above.**

Print Name

Signature \_\_\_\_\_

Date

Please return to:

Your local SaskEnergy Office

## SaskEnergy Service Centre Locations & Fax Numbers

### **Estevan**

300A Kensington Ave.  
PO Box 1245  
Estevan, SK  
S4A 2H8  
Fax: (306) 637-4460

### **Kindersley**

817 9<sup>th</sup> Street West  
PO Box 1960  
Kindersley, SK  
S0L 1S0  
Fax: (306) 463-5383

### **Moose Jaw**

51 Highland Road  
Moose Jaw, SK  
S6J 1M5  
Fax: (306) 691-0177

### **North Battleford**

10010 Fyfe Ave.  
PO Box 1056  
North Battleford, SK  
S9A 3E6  
Fax: (306) 446-5052

### **Prince Albert**

3855 - 5<sup>th</sup> Avenue East  
PO Box 5005  
Prince Albert, SK  
S6V 7V6  
Fax: (306) 922-8533

### **Regina**

1601 Winnipeg Street  
Regina, SK  
S4P 4E7  
Fax: (306) 777-9223

### **Saskatoon**

408 36<sup>th</sup> Street East  
PO Box 8670  
Saskatoon, SK  
S7K 6K8  
Fax: (306) 975-8672

### **Swift Current**

605 Fentons Crescent  
PO Box 400  
Swift Current, SK  
S9H 3V8  
Fax: (306) 773-0147

### **Tisdale**

914 101<sup>st</sup> Ave.  
PO Box 2650  
Tisdale, SK  
S0E 1T0  
Fax: (306) 878-8115

### **Weyburn**

1835 1<sup>st</sup> Ave. N.E.  
PO Box 190  
Weyburn, SK  
S4H 2J9  
Fax: (306) 848-4429

### **Yorkton**

40 Palliser Way  
PO Box 5003  
Yorkton, SK  
S3N 3Z4  
Fax: (306) 786-2379