

NEW MEXICO GAS COMPANY USE ONLY:

Customer Account # _____

Credit Approval Date: _____

Initials: _____

Date Received: _____

Date Effective: _____

**LANDLORD STANDBY (GAS)
SERVICE AGREEMENT**



THIS AGREEMENT is made by New Mexico Gas Company, and Town and Country ("Landlord")
(each a "Party" and collectively, the "Parties"). Diversified Realty, LLC

Section I - Recitals

- A. Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement ("Property").
- B. New Mexico Gas Company is the utility company authorized to provide gas services to the property.
- C. Landlord desires gas services to the property to continue uninterrupted when a Tenant requests that the services in Tenant's name be discontinued.

Section II - Agreement

NOW THEREFORE, New Mexico Gas Company and Landlord agree as follows:

- A. New Mexico Gas Company agrees not to terminate services to the property when a Tenant requests that gas services be discontinued. New Mexico Gas Company will instead transfer services into the Landlord's name and account as of the date such services are scheduled to be discontinued. Landlord agrees to pay all of their outstanding bills prior to entering into the Landlord Standby Service Agreement by and between New Mexico Gas Company and Landlord. Landlord agrees that the services will remain in Landlord's name until a new Tenant requests services to be placed into his or her name, or until Landlord provides written request to discontinue service in order to encourage new Tenant to place service in his or her name. See Exhibit B, Part B.
- B. Landlord shall be liable for all bills incurred while service is in Landlord's name.
- C. New Mexico Gas Company is not responsible for a Tenant's delay in, or failure to, place service in their name.

Section III - Governing Provisions

A. Term

This Agreement shall commence no later than five (5) business days after credit approval is verified and shall be effective for each property listed on Exhibit A until the Landlord provides written notice to New Mexico Gas Company that a listed property is no longer subject to the Agreement.

B. Charges and Fees

Landlord shall be charged all applicable fees to initialize gas services if services are discontinued prior to New Mexico Gas Company and Landlord entering into and executing the Landlord Standby (Gas) Service Agreement.

C. Notice to Discontinue Services for Non-Payment

1. New Mexico Gas Company shall not be required to notify Landlord in advance of any Tenant's request to discontinue service. New Mexico Gas Company will however attempt to notify Landlord of any impending discontinuance of service for non-payment if an Authorization for Information Disclosure Form is signed by the Tenant and on file with New Mexico Gas Company. This provision shall apply only in instances where the Tenant who has signed the Authorization for Information Disclosure Form is the same person(s) who has requested and receives gas services for the same address. See Exhibit B, Part A.

2. The obligations of the parties under this agreement are limited to instances where a Tenant requests gas services to be discontinued, and does not extend to instances where a Tenant's services are discontinued for non-payment.

3. If Tenant has vacated the rental property and Landlord requests to have services reconnected in the Landlord's name, New Mexico Gas Company will impose the current applicable fees and charges, as approved by the New Mexico Public Regulation Commission and will require payment of all outstanding past due amounts incurred by Landlord.

D. Request for Information

Landlord must submit a request in writing, for any updates or changes, including but not limited to, mailing address changes, phone number updates, or any other amendments or modifications to information provided to New Mexico Gas Company.

E. Limitation on Damages

Landlord and New Mexico Gas Company agree that neither party shall be liable to the other for, and waives all, incidental or consequential damages arising out of or related to services provided under this Agreement.

F. Termination

Either party may terminate the Agreement by providing three (3) business days prior written notice of termination to the other party. Such termination shall not change or modify the obligations of Landlord for any services rendered on and prior to the effective date of termination.

This Agreement and all provisions shall be binding upon the parties, their executors, successors, and administrators and permitted assignees.

LANDLORD	NEW MEXICO GAS COMPANY REPRESENTATIVE
Signature: _____	Signature: _____
Name (please print): _____	Name (please print): _____
Date: _____	Date: _____
SS# or Tax ID #: <u>45-3944778</u>	

Mailing address for Landlord:

Name: Town and Country Diversified Realty, LLC

Street: 4000 Second Street, N.W.

City: Albuquerque State: NM Zip: 87107

Telephone number for Landlord: Daytime (505) 503-8199, Evening (505) 503-8199

Fax number for Landlord: (505) 503-8599

E-Mail address: utilities@tcdrlc.com

LANDLORD STANDBY (GAS)
SERVICE AGREEMENT
 Rental Property Listing
EXHIBIT A



Please list the service address for each property to be included in the Landlord Standby Program. If you would like to have service turned on at a property currently unoccupied please indicate below. If you would like services transferred from an account currently Active in previous owner/landlord name, please provide the name of the former owner/landlord _____.

Rental Property Address	Turn On	Rental Property Address	Turn On
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>
	Gas <input type="checkbox"/>		Gas <input type="checkbox"/>

NMGC
Attention: Landlord Standby Department
PO Box 97500
Albuquerque, NM 87199-7500
Phone: (888) 664-2726



**LANDLORD STANDBY
NMGC AUTHORIZATION OF 2ND PARTY**

I _____ said owner(s) of the property located at
(Please Print)

(Street number and name also include all units associated with said property(ies).)

_____, _____
(City) (State) (Zip Code)

Give authorization to Town and Country Diversified Realty, LLC
(Name of Representative/Agent/Management Company)

to handle my NMGC gas account(s) on my behalf.

Name of Representative and/or Company Town and Country Diversified Realty, LLC

Mailing address 4000 Second Street, N.W.

City Albuquerque State NM Zip Code 87107

Phone number 505-503-8199 Fax number 505-503-8599

Email address (if applicable) utilities@tcdrlc.com

Owner Name(s) (printed) _____

Mailing address of owner _____

City _____ State _____ Zip Code _____

Home phone number _____ Fax number _____

Email address (if applicable) _____

Social Security Number(s) or
Federal Tax ID Number _____

Signature of Owner

Second Owner Signature
(if applicable)

(Representative and/or Acting Agent)
(please print)

(Signature of Representative and/or Acting Agent)