

**PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES**

2009 JAN 21 PM 3:52

6TH REVISED SAMPLE FORM NO. 47
CANCELING 5TH REVISED SAMPLE FORM NO. 47

RENTAL PROPERTY ELECTRIC SERVICE AGREEMENT

Numerous Changes (X)

Page 1 of 1

Please see attached Rental Property Electric Service Agreement.

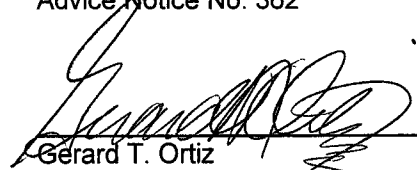
X

Advice Notice No. 362

EFFECTIVE

JAN 30 2009

REPLACED BY NMPRC
BY E10 08-00078-ut



Gerard T. Ortiz
Directory, Regulatory Policy & Case Management

PNM USE ONLY:

Customer Account # _____

Credit Approval Date: _____ Initials: _____ Date Received: _____ Date Effective: _____

LANDLORD STANDBY (ELECTRIC) SERVICE AGREEMENT



*A personal commitment
to New Mexico*

THIS AGREEMENT is made by Public Service Company of New Mexico, ("PNM") and _____ ("Landlord") (each a "Party" and collectively, the "Parties").

Section I - Recitals

- A. Landlord owns certain rental property, as listed on Exhibit A, which is attached to this Agreement ("Property").
- B. PNM is the utility company authorized to provide electric services to the property.
- C. Landlord desires electric 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, PNM and Landlord agree as follows:

- A. PNM agrees not to terminate services to the property when a Tenant requests that electric services be discontinued. PNM 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 PNM 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. PNM 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 PNM that a listed property is no longer subject to the Agreement.

B. Charges and Fees

Landlord shall be charged all applicable fees to initialize electric services if services are discontinued prior to PNM and Landlord entering into and executing the Landlord Standby Electric Service Agreement.

C. Notice to Discontinue Services for Non-Payment

1. PNM shall not be required to notify Landlord in advance of any Tenant's request to discontinue service. PNM 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 PNM. 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 electric 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 electric services 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, PNM 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 PNM.

E. Limitation on Damages

Landlord and PNM 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	PNM REPRESENTATIVE
Signature: _____	Signature: _____
Name (please print): _____	Name (please print): _____
Date: _____	Date: _____
SS# or Tax ID #: _____	

Mailing address for Landlord:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone number for Landlord: Daytime (____) _____ - _____, Evening (____) _____ - _____

Fax number for Landlord: (____) _____ - _____

E - Mail address: _____

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LANDLORD STANDBY ELECTRIC
 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
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>
	Elec <input type="checkbox"/>		Elec <input type="checkbox"/>

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 BY 710 08-00078-UT

PNM
Alvarado Square M/S 2594
Albuquerque, NM 87158-0058
FAX (505) 246-5770



EXHIBIT B

PART A - AUTHORIZATION FOR INFORMATION DISCLOSURE FORM

I _____ authorize PNM to notify
(print first and last name)

the Landlord if Electric service is scheduled to be discontinued for non-payment at the following address:

(Tenant Signature)

PART B - REQUEST TO DISCONTINUE ELECTRIC SERVICE

Landlord/Owner: _____

For property located at: _____

PLEASE ISSUE A DISCONTINUANCE OF SERVICE ORDER FOR

ELECTRIC SERVICE EFFECTIVE: (date) _____ Please allow 3 business days.
(Request will not be executed if new tenant places service in their name within this period.)

(Signature of Landlord or Agent is mandatory.)

PNM USE ONLY:

Discontinuance of Service Orders were placed _____ by _____
Date PNM Representative

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