



UTILITY SERVICE
AUTOMATIC LEAVE ON
CONTRACT

This is an agreement between the CITY OF COLLEGE STATION, a Texas Municipality which supplies electrical, water, sewer, sanitation, roadway maintenance and drainage utility service at the rates provided by the City Council by ordinance, and the owner of certain rental property (or the owner's representative), a utility consumer, hereinafter "CONSUMER", which is a business entity of the type and kind shown on the last page of this agreement.

CONSUMER has requested that the CITY continue to supply electrical current at certain rental housing locations listed in Addendum A, which is attached hereto and made a part of this contract, even though the tenants at such locations have or will terminate their tenancy and possession of the property. CONSUMER has agreed to be responsible and to pay for utility service to each such utility service address at the automatic leave on rate. In consideration of the CITY's agreement to provide such service and in consideration of the CONSUMER's promise to pay therefore, the parties do hereby agree as follows:

1. No utility service shall be supplied to any service address under this contract for any other reason than to execute clean-ups, remodeling and/or showing for the purpose of leasing. Unusually high electrical consumption (over 500 kwh's) shall be considered in breach of this contract and will be charged at the normal residential rate set forth in the ordinance.
2. CONSUMER agrees to pay for all service furnished to each service address requested by CONSUMER upon billing or demand by the CITY. CONSUMER's liability for service supplied shall terminate after receipt by the CITY of either written or verbal communication removing a service address.
3. CONSUMER may be required to furnish acceptable security to the CITY in the amount of One Thousand Dollars (\$1,000.00) plus an amount equal to twice the average monthly utility billings of any and all permanent utility accounts in the name of the Consumer, upon demand by the CITY. Acceptable security shall include the creation of a security interest in a Certificate of Deposit with possession of said interest to be by possession of the certificate by the CITY, a non-documentary Letter of Credit authorizing a sight draft by the CITY upon a recognized bank or financial institution, or paid directly to the CITY. This security requirement will only be enforced after CONSUMER demonstrates failure to maintain a prompt pay record. Prompt pay record is defined as two or less late payments within a twelve-month period.
4. In the event of default by CONSUMER hereunder, CITY may cancel services provided to any and/or all service addresses covered by this agreement and shall have its election of remedies for the collection of past due and outstanding sums, including collection against the security furnished hereunder, and any deficiency otherwise remaining. In the event this amount, or any part thereof is collected through probate, bankruptcy, or other judicial proceedings by an attorney, or is placed in the hands of an attorney for collections after the maturity, then the undersigned agree(s) and promise(s) to pay reasonable attorney's fees for collection.

5. In the event of default and CITY cancels services supplied to any party to this agreement, then CITY is not liable for any damage resulting from such cancellation of service.
6. CONSUMER shall be entitled to the same quality, quantity, and specifications of utility service as is provided to the general public, in accordance with the CITY's ordinances relating thereto. This agreement shall not entitle CONSUMER to special service calls or to any type or kind of service not usually furnished to the general public by the CITY.

It is understood and agreed that in the absence of this agreement and the terms set forth herein, the CITY would require that a separate account be maintained for each billing address, with a deposit therefor, and complete compliance with the CITY's policies, ordinances, and procedures with regard to utility accounts.

EXECUTED by CONSUMER this ____ day of _____, 20__

Account Name: _____

Type of Business: _____
(Partnership, Sole Proprietorship, Joint Venture, etc.)

Name(s) and address(es) of Principal(s):

_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)

Name of Person requesting utility services and furnishing above information:

_____ (Signature)	
_____ (Name)	_____ (Address)
_____ (Phone Number)	_____ (Position)

Executed by City this ____ day of _____, 20__.

CITY OF COLLEGE STATION

BY: _____

TITLE: _____



Auto Leave On Property List

Please add the following properties to our auto leave on list:

Effective Date:

Utility Account name:

Mailing Address:

Printed name of requestor

Signature of requestor

City of College Station * Home of Texas A&M University and George Bush Presidential Library



Utility Customer Services * 310 Krenek Tap Road * P.O. Box 10230 * College Station, TX 77842-0230

*(979) 764-3585 * (800) 849-6623 * (979) 764- ePAY * <http://epay.ci.college-station.tx.us> * Office Hours: Monday – Friday, 8:00 A.M. – 5:00 P.M.





Auto Leave On Property **Removal** Request

Please **remove** the following properties from our auto leave on list:

Effective Date:

Utility Account name:

Mailing Address:

Printed name of requestor

Signature of requestor

City of College Station * Home of Texas A&M University and George Bush Presidential Library



Utility Customer Services * 310 Krenek Tap Road * P.O. Box 10230 * College Station, TX 77842-0230
*(979) 764-3585 * (800) 849-6623 * (979) 764- ePAY * <http://epay.ci.college-station.tx.us> * Office Hours: Monday – Friday, 8:00 A.M. – 5:00 P.M.

