



DEFAULT CUSTOMER AGREEMENT

LANDLORD/DEFAULT CUSTOMER Name: _____

As the owner/property manager/landlord (Landlord) of the below described property (hereinafter referred to as “property” or “rental unit(s)”), I hereby request service as a Default Customer for the rental units listed herein pursuant to the following terms and conditions of this Default Customer Agreement (Agreement):

1. In return for City of Lubbock Utilities (CoLU) providing utility service (electric, water, and all other City utility services) to the property designated herein during periods of tenant vacancy, the Default Customer agrees to be responsible for payment of all CoLU utilities provided to the vacant rental unit.
2. Rental units will be deemed vacant when any of the following occurs:
 - A. CoLU is notified by the tenant to discontinue or stop utility service to the rental unit on a particular date (*Stop Service Date*); or
 - B. Landlord provides notice to CoLU to discontinue or stop utility service to the rental unit on a particular date (*Stop Service Date*). This option is only applicable if the Landlord has on file *Tenant Authorization CoLU Form LT0409* fully executed by the tenant authorizing Landlord to provide CoLU notice to stop utility service to the particular rental unit.
3. The Default Customer will be responsible for all utility payments until any of the following occurs and the unit is no longer deemed vacant:
 - A. CoLU is notified by the tenant to start utility service to the rental unit on a particular date (*Start Service Date*); or
 - B. Landlord provides notice to CoLU to start utility service to the rental unit on a particular date (*Start Service Date*). This option is only applicable if the Landlord has on file *Tenant Authorization CoLU Form LT0409* fully executed by the tenant authorizing Landlord to provide CoLU notice to start utility service to the particular rental unit.
4. In all instances whereby Landlord notifies CoLU to start or stop service pursuant to Options 2(B) or 3(B), **Landlord hereby represents and warrants that they have in their possession *Tenant Authorization CoLU Form LT0409* fully executed by the tenant and that the tenant has provided valid government issued personal identification documentation.** CoLU reserves the right to require Landlord to provide a copy of such form and further reserves the right to audit Landlord’s files to ensure proper filing and retention of such documents and review copies of the personal identification documentation provided by the tenant.
5. Landlord understands that the tenant may start or stop utility service with CoLU regardless of whether tenant has executed *Tenant Authorization CoLU Form LT0409*. In the event a tenant starts or stops utility service at a property where CoLU has on file a valid Default Customer Agreement, CoLU will notify the Default Customer/Landlord that such utility service has been started or stopped at the particular rental unit.
6. The Default Customer understands that this Agreement is subject to the applicable Lubbock Code of Ordinances and the General Terms and Conditions contained in CoLU’s tariff as passed by the City Council of Lubbock. To the extent possible, this Agreement shall be construed as being consistent with the Lubbock Code of Ordinances and the General Terms and Conditions contained in CoLU’s tariff but in case of conflict the Lubbock Code of Ordinances and the General Terms and Conditions contained in CoLU’s tariff shall control.
7. CoLU reserves the right to discontinue this service at any time.
8. The person signing on behalf of the Landlord/Default Customer hereby represents and warrants that they have the authority to execute this Agreement and bind their respective party.

9. Cancellation:

A. The Default Customer may terminate this Agreement ten (10) business days after CoLU has received an executed *Cancellation Notice – Default Customer Agreement* from the Default Customer requesting this Agreement be cancelled. Upon receiving notice of cancellation:

- (i) CoLU may disconnect the utility services at the property, if such service is being provided pursuant to this Agreement;
- (ii) the Default Customer will be responsible for payment of all utility services provided until such service is disconnected;
- (iii) in the event utility service at the property is being provided to a tenant, CoLU will be under no obligation to provide utility services to the property if the tenant or CoLU terminate the utility services to the property; and
- (iv) all other obligations of CoLU under this Agreement will be terminated including any requirement by CoLU to notify the Default Customer that utility service has started or stopped.

B. CoLU may terminate this Agreement by providing written notice to the Default Customer.

10. Rental Units Covered by this Agreement (provide list – add attachments if necessary):

Name on Account (please print or type)

Customer ID Number (First 7-digits COLU Acct. #)

Daytime Phone Number (area code) xxx-xxxx

Service Address

Email

City State Zip

Name of Authorized Representative

Signature of Authorized Representative

Title

Date

Print and mail to: City of Lubbock Utilities, Account Support, P.O. Box 10541, Lubbock, TX 79408-3549; or FAX to: 806-741-1069