



LANDLORD SERVICE TRANSFER AGREEMENT

Contracting party (the 'Landlord'): _____
Legal name of owner or property manager/agent of the owner who, amongst other conditions hereto, is financially responsible for natural gas service if there is a tenancy change. (Must sign page 2)

Contracting Party Information:

Contact Person: _____ ID: Drivers License # _____
ID: Hosp # (optional) or Date of Birth _____

Mailing Address: _____ (SaskEnergy bill will be sent to this address when not in Tenant's name)

City/Town: _____ Province: _____ Postal Code: _____

Contact information for the primary person who manages the property:

Name (if different from above): _____

Phone: (_____) _____ Home Phone: (_____) _____

Cell: (_____) _____ Fax: (_____) _____

Advance Notification Information:

The Contracting party who is responsible for billing will be notified when a Tenant has Discontinued service, as provided for in paragraphs 3 and 9 of the Conditions, and subject to the limitations listed.

Please enter ONE method of contact only.

E-mail Address: _____ **OR Fax #:** (_____) _____

This Agreement between the Landlord and SaskEnergy shall be subject to the terms and conditions listed herein (the 'Conditions'), The SaskEnergy Act, The SaskEnergy Regulations, and SaskEnergy's general terms and conditions of service, as contemplated by Section 16 of The SaskEnergy Act (the 'Terms & Conditions of Service Schedule'), all as amended from time to time. **Please read the Conditions attached hereto or listed on the reverse (as the case may be) and sign where indicated.**

As the Landlord of these Premises, I agree to notify SaskEnergy of any changes to this information, including the purchase or sale of any of the Premises listed, and I understand that, where a property is sold, I am responsible for billing until SaskEnergy is notified. Amendments to the Premises listed, contact and address information, shall be in accordance with Section 10 below.

RESTRICTION: Email notifications and faxes are automatically generated by SaskEnergy's computer systems, and shall be deemed to have been received by the Landlord on sending, regardless of actual receipt. The parties agree that the time and date identified in SaskEnergy's electronic mail program as the time and date that the notification was sent to the Landlord, shall be deemed to be conclusive evidence of the time and date of receipt by the Landlord, regardless of actual knowledge to the contrary, and same shall be conclusive and binding on Landlord in the event of a dispute. **The Landlord has an obligation to supervise the Premises and bears all risk associated with use of or reliance upon email and fax notifications generated by SaskEnergy's computer systems.** Landlord acknowledges that notifications are transmitted over the internet and communication lines, and SaskEnergy cannot guarantee the privacy or security of, nor will SaskEnergy be responsible or liable for damages to information sent in these ways or for any malfunction or failure in electronic communication or transmission.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL SASKENERGY BE LIABLE TO THE LANDLORD FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, BUSINESS INTERRUPTION DAMAGES OR LOSS OF DATA) IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT SASKENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**List of Premises Covered by this agreement (the "Premise(s)")
is attached hereto as Schedule "A": The Premise(s)
and forms a part of this agreement.**

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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 & 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, from the date indicated below, 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 & 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). Once a request is received, SaskEnergy will attempt to schedule reactivation for the following business day. SaskEnergy is not responsible for any damage as a result of Disconnection of a natural gas service.
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 & 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. **Any 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 & Conditions of Service Schedule. Except as otherwise provided herein, in the event of a conflict between this Agreement, and SaskEnergy's Terms & Conditions of Service Schedule, this Agreement shall govern. The parties acknowledge that any amendments or modifications whatsoever to this Agreement shall be in writing. Notwithstanding the foregoing, changes to contact and address information can be provided to SaskEnergy by calling 1-800-567-8899 and we will document your request on your Account. 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 enures 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 & Conditions of Service Schedule unless otherwise defined herein.
17. All notices shall be in writing and sent by fax, ordinary mail or delivered in person to the Landlord at the Mailing Address indicated, and to SaskEnergy at the address below. All notices shall be deemed effective on faxing, on actual receipt, or where sent by ordinary mail, three days after mailing.

I have read and agree to the conditions outlined above.

Contracting Party (the 'Landlord'): _____
Legal Name of Owner or Property Manager/Agent

Signature: Date: _____
Contracting Party (Landlord)

Print Name: _____
Contracting Party (Landlord)

Please email, mail or fax ALL pages, including Schedule A, to:

SaskEnergy
PO Box 400
Swift Current SK S9H 3V8
Fax: (306) 773-0147
landlordagreements@saskenergy.com

Questions/inquiries: 1-800-567-8899

If the landlord is a corporation, then the individual executing this Contract certifies that he/she has authority on behalf of the Landlord to bind the Landlord in this regard. If an agent is acting on behalf of the Landlord, then the agent certifies that he/she has the authority to bind the Landlord in this regard.

