

GULF POWER COMPANY  
LANDLORD "LEAVE SERVICE ACTIVE" AGREEMENT

This Agreement is made by and between Gulf Power Company ( "Gulf") and \_\_\_\_\_ ("Customer"). Unless sooner terminated as provided herein, this Agreement shall be for an initial term of twelve months and shall continue thereafter until terminated by mutual agreement or thirty (30) days prior written notice by either party to the other. The foregoing notwithstanding, this Agreement may be terminated by Gulf as specifically provided herein.

Gulf agrees to furnish electric energy to rental units on the premises of the Customer located at \_\_\_\_\_ and to permit the use of such energy by the Customer, all subject to and in accordance with the appropriate rate schedule(s) in Gulf's Tariff for Retail Electric Service as filed with the Florida Public Service Commission (FPSC).

The Customer agrees to be responsible for all electric energy used on the premises except when such rental units are being served by Gulf through an account in the name of a responsible tenant. The Customer agrees to use the same Customer name on all rental unit accounts associated with this Agreement and to provide Gulf with a complete mailing address. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

When a tenant requests a disconnect of service for a rental unit associated with this Agreement, Gulf will obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's name. When a tenant requests a reconnect of service for a rental unit associated with this Agreement, Gulf will obtain a meter reading and transfer the service from the Customer's name to the tenant's name.

This Agreement is subject to the rules, regulations, and rate schedules for electric service on file with the FPSC, and other applicable rules and laws, if any, as presently effective or as amended in the future. Unless expressly modified herein, the terms and conditions of existing Contract(s) for Electric Power Service and other Agreement(s), if any, between Gulf and Customer shall remain in full force and effect. This Agreement shall remain in effect until appropriately terminated by either party. Thirty (30) days prior written notification of termination is required, unless otherwise stated herein. This Agreement does not prevent Gulf from disconnecting service following proper notice, in accordance with applicable rules and regulations, in the event Customer fails to timely remit payment for electric service, fraudulently obtains electricity or otherwise violates Florida law or FPSC rules which justify said action.

The signatories to this Agreement swear and affirm that the entity which on behalf of whom they are executing this Agreement have conferred upon them all pertinent rights to legally bind the entity to perform the covenants of this Agreement.

Failure to comply with any of the conditions of this Agreement, within the sole discretion of Gulf Power Company, can result in the immediate termination of this Agreement and removal of all of Customer's accounts from the program created by this Agreement. Customer will be sent written notification to the mailing address on file in the event of agreement termination.

In witness hereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_

GULF POWER COMPANY

By (Print Name) \_\_\_\_\_

By (Print Name) \_\_\_\_\_

By (Signature) \_\_\_\_\_

By (Signature) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ISSUED BY: Travis Bowden

DATE EFFECTIVE: November 18, 1997

**[PLEASE COMPLETE THE APPROPRIATE SIGNATURE BLOCK.]**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**SOLE PROPRIETORSHIP/INDIVIDUAL**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who has produced  
(name of person acknowledged)

\_\_\_\_\_ as identification and did / did not take an oath.  
(type of Identification)

**OR**

**CORPORATION**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ a  
(name of officer or agent) (title of officer or agent) (name of corporation acknowledging)

\_\_\_\_\_ corporation, on behalf of the corporation. He/She is personally known to me or  
(state or place of incorporation)

has produced \_\_\_\_\_ as identification and did/did not take an oath.  
(type of identification)

**OR**

**LIMITED PARTNERSHIP**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by  
\_\_\_\_\_ a partner/agent on behalf of \_\_\_\_\_,  
(name of acknowledging partner or agent) (name of partnership)

a \_\_\_\_\_ limited partnership. He/She is personally known to me or has produced  
(state)

\_\_\_\_\_ as identification and did/did not take an oath.  
(type of identification)

***NOTARY PUBLIC:***

**MY COMMISSION EXPIRES:**

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

ISSUED BY: Travis Bowden

DATE EFFECTIVE: November 18, 1997