

HUNTSVILLE UTILITIES
P. O. BOX 2048
HUNTSVILLE, AL 35804
PHONE: (256) 535-1317
FAX: (256) 535-1344

**A COPY OF YOUR PARTNERSHIP AGREEMENT OR
OPERATING AGREEMENT MUST ACCOMPANY THIS FORM**

EIN #: _____
SIC #: _____

**CONTRACT FOR UTILITIES
LIMITED LIABILITY PARTNERSHIP**
(Please type or print clearly)

NAME OF LLP: _____
REGISTERED IN THE STATE OF _____ IF REGISTERED OUTSIDE THE STATE OF ALABAMA, GIVE
NAME AND ADDRESS OF THE DESIGNATED AGENT IN ALABAMA:

ADDRESS INFORMATION

SERVICE ADDRESS: _____
Permanent 3" numbers must be affixed to the building.
Mailing Address: _____
If different from service address.
Local Telephone: _____ Headquarters Telephone: _____

NAMES AND ADDRESSES OF PARTNERS

PARTNER: _____ HOME ADDRESS: _____
PARTNER: _____ HOME ADDRESS: _____
PARTNER: _____ HOME ADDRESS: _____

DATE SERVICES REQUESTED: _____ *(Existing service can be connected with a 24-hour notice any working day, Mon. through Fri.)*

SERVICES REQUESTED: ELECTRIC _____ GAS _____ WATER _____

The undersigned hereby makes application for utility service(s) and agrees to pay for said services as measured by the city's meters according to rates applicable at the above address and any other location that may be incurred as a result of a request to transfer the account. Notice to discontinue services must be received in writing. The applicant agrees that this application is subject to the City's Ordinances and its rules and regulations now in force or as many hereafter be adopted, copies of which are open for inspection at the office of the City, and that such ordinances, rules and regulations are a part of this agreement.

All cash deposits are held as security for payment of services rendered, and may accrue interest at such rate and after such holding period as may from time to time be determined by the utility boards and will be refunded after services have been discontinued less any unpaid balance then due the City of Huntsville Utilities. This Deposit is non transferable and will not be considered as part of any bill where service is continued. The applicant agrees to permit authorized agents of the city free access to the premises of the consumer for the purpose of inspecting, reading, repairing or removing the property of the city.

The Customer agrees to notify the City in writing within, thirty (30) days of the following events; (1) the merger, consolidation or other transfer of all or substantially all of the assets of the Customer; (2) change of the legal name of the Customer, or (3) change of address of Customer. In the event Customer fails to notify the City pursuant to this paragraph Sixteenth, this Agreement shall, at the City's option, terminate and be at an end.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DEPOSIT QUOTE: AMOUNT \$ _____ SERVICE CHARGE: \$60.00 each account _____ BY: _____ BOND AND LETTER OF CREDIT FORMS ARE ALSO AVAILABLE ON HUNTSVILLE UTILITIES WEBSITE AT WWW.HSVUTIL.ORG | <u>Name and address of building owner:</u> _____ _____ <u>COMPLETE ONLY IF NEW BUILDING</u> _____ OVERHEAD SERVICE _____ UNDERGROUND SERVICE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NOTE: ALL INSPECTION REQUIREMENTS MUST BE SATISFIED BEFORE SERVICE CAN BE CONNECTED AT A NEW OR REMODED FACILITY. MAIN ELECTRIC BREAKER AND WATER MUST BE OFF.

Signature of Officer

DATE: _____

Name (Please type or print clearly.)

TITLE: _____

MUST BE NOTARIZED BELOW:

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public in and for said county and State, hereby certify that (Name) _____, whose name as (Title) _____, respectively, of _____ is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he/she, as such officer and with full authority, executed the same voluntarily for and as the official act of said Partnership.

Given under my hand and official seal, this the _____ day of _____, 20____.

Notary Public

**NON-RESIDENTIAL UTILITY DEPOSIT
AND
ADEQUATE SECURITIES AGREEMENT**

THIS AGREEMENT, made this the _____ day of _____, 20____, by and between the CITY OF HUNTSVILLE UTILITIES hereinafter called "Utilities" and _____ hereinafter called the "Customer" for Utility Services to be provided at all locations and accounts within Utilities Service Area.

In consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. UTILITY DEPOSIT. The customer agrees, in order to receive electric, gas, water, sewer, garbage, or other utility services billed by the Utilities ("Utility Services"), to establish and maintain a deposit in an amount that is two (2) times the actual highest monthly billing, or if no actual service has been provided to the Customer at the Location, then two (2) times the estimated highest monthly billing for the Customer at the Locations as is determined by the Utilities in accordance with the terms and conditions herein ("Utility Deposit"). Such Utility Deposit, in the form and amount as required by the Utilities, must be established with the Utilities prior to provision of any of the Utility Services by the Utilities to the Customer at the Location.

2. FORM OF UTILITY DEPOSIT. The Utility Deposit by the Customer to the Utilities shall be either in the form of: (a) Cash or other certified funds; (b) an Irrevocable Standby Letter of Credit issued by a financial institution with an office located in Madison County, Alabama, in a form acceptable to the Utilities; or (c) a Surety Bond issued in a form and by a Surety acceptable to the Utilities. The Utilities shall not be obligated to segregate the Utility Deposit in a separate account. The Utilities may accrue interest on any balance of cash Utility Deposit at such rate and after such holding period as may from time to time be determined by the utility boards.

3. AMOUNT OF UTILITY DEPOSIT. The Utilities, in its sole discretion, shall calculate the amount of the Utility Deposit required from the Customer at the Location. Such determination shall be made by the Utilities with reference to information made available to the Utilities including, but not limited to,

(a) Billing history to the Location where Utility Services will be provided to the Customer or from any other estimates provided by the Customer to the Utilities, but such information or estimate shall not limit the Utilities' discretion in determining the Utility Deposit.

(b) The Customer agrees that the utilities will review the Customer's Account(s) annually on or about each anniversary date of this Agreement. The Utilities may, at any time in its sole discretion, modify the Utility Deposit in the accordance with this Agreement, with such modification being based upon either two (2) times the actual highest monthly billing, or two (2) times the estimate for Utility Services based upon full capacity of the Location, whichever is greater. The Utilities' determination as to the amount of Customer's Utility Deposit shall be final and binding. The Utilities shall notify the Customer of any modification of the Utility Deposit in writing at the address where billing for Utility Services is directed. The Customer agrees to furnish any additional Utility Deposit within thirty (30) calendar days of written notification of modification of the Utility Deposit.

4. DURATION OF DEPOSIT; TRANSFER; REFUND. The Customer shall maintain the Utility Deposit in accordance with this Agreement so long as Utilities provides Utility Services to the Customer. If, upon proper notice of termination and the final payment by Customer for all Utility Services and other liabilities incurred by the Customer to the Utilities at the Location, the Utilities may transfer the Utility Deposit to another Location maintained by the Customer that has either no Utility Deposit or an inadequate Utility Deposit. All of the terms and conditions of this Agreement shall apply to the Customer at the transferred Location as they would have applied to the original Location. If the Customer maintains no other Location or Accounts with the Utilities, then the Utilities shall refund so much of the Utility Deposit, plus any accrued interest, as has not been applied to the Customer's Account(s).

5. EVENT OF DEFAULT. The following shall constitute an event of default on the part of the Customer:

(a) The Customer shall fail to pay, when due, any amount billed by the Utilities to the Customer for Utility Services at any location;

(b) The Customer breaches any of the terms and conditions of this Agreement, City of Huntsville Code Sec. 160-52, or the Rules and Regulations of the Utilities;

(c) The Utilities receives notification from any Surety, Bonding Company, or Financial Institution of the cancellation, non-renewal or discontinuation of any Surety Bond or Letter of Credit provided to the Utilities as a Utility Deposit for any location maintained by the Customer;

(d) The Customer shall liquidate substantially all of its assets, merge, dissolve, terminate its existence, suspend business operations, die (if an individual), have a receiver appointed for all or part of its property, make assignment for the benefit of its creditors, become insolvent, or have a voluntary or involuntary petition for relief under the United States Bankruptcy Code filed on its behalf; or

(e) The Customer shall cause damage or permit damage to be caused to equipment owned or maintained by the Utilities in the providing of Utility Services.

6. REMEDIES FROM DEFAULT. Upon default, the Utilities may do any of the following:

(a) To discontinue Utility Services to the Location after notice to the Customer and apply to any of the Customer's discontinued Account(s) so much of the Utility Deposit as is necessary to cure default; or

(b) To proceed with action against the customer for any remedy which the Utilities may have at law or equity, or under the Utilities' Customer Collection Policy.

7. ADEQUATE PROTECTION AND ASSURANCES. The Customer acknowledges that the Utility Deposit required by the Utilities of the Customer is the policy of the Utilities and is the usual and customary utility deposit required by the Utilities of its non-residential customer. The Utility Deposit is required to provide adequate assurance and protection of the Utilities in the payment for Utility Services. The failure of the Customer to maintain the Utility Deposit in accordance with the terms and conditions of this Agreement shall be grounds for termination of all Utility Services to the Customer.

8. MISCELLANEOUS. This Agreement shall bind the Customer and the Customer's respective heirs, administrators, executors, successors, transferees, and assigns. This Agreement may not be modified except in writing signed by both parties to this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. The Utilities shall be entitled to recover and set off against the Utility Deposit all costs it incurs in the enforcement of this Agreement, including without limitation, all reasonable attorneys' fees.

CITY OF HUNTSVILLE UTILITIES

BY: _____
ITS: Commercial & Industrial Accounts _____

CUSTOMER NAME
BY: _____
ITS: _____
TITLE

STATE OF _____
COUNTY OF _____

STATE: _____ D.L. # _____
SOCIAL SECURITY# _____

I, _____, the undersigned, Notary Public in and for said County and State, hereby certify that

_____ (Name) whose name as _____ (Title)

of _____ (Account Name) a CHURCH (), INDIVIDUAL (), CORPORATION (), GENERAL PARTNERSHIP (), LIMITED LIABILITY COMPANY (), LIMITED LIABILITY PARTNERSHIP () has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such the _____ (Title) and with full authority, executed the same voluntarily for and as the act of said CHURCH (), INDIVIDUAL (), CORPORATION (), GENERAL PARTNERSHIP (), LIMITED LIABILITY COMPANY (), LIMITED LIABILITY PARTNERSHIP ().

Given under my hand this _____ day of _____, 20____.

NOTARY PUBLIC