



HUNTSVILLE UTILITIES

Electricity - Natural Gas - Water

(256) 535-1200

www.hsvutil.org

P.O. Box 2048
Huntsville, AL 35804

CONTRACT FOR UTILITIES LIMITED LIABILITY COMPANY

A COPY OF YOUR ARTICLES OF ORGANIZATION OR STATE OF ALABAMA CERTIFICATE AND W-9 MUST ACCOMPANY THIS FORM

NAME: _____

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 numbers 3" must be affixed to the building.

Mailing Address: _____ If different from service address.

Local Telephone: _____ Headquarters Telephone: _____

Email Address: _____ Fax Number: _____

NAMES AND ADDRESSES OF MEMBERS

MEMBERS: _____

Home Address: _____

MEMBERS: _____

Home Address: _____

MEMBERS: _____

Home Address: _____

MEMBERS: _____

Home Address: _____

Date Services Requested: _____ (Existing service can be connected with a 24-hour notice any HU working day, Mon. through Fri.)

SERVICES REQUESTED: ELECTRIC _____ GAS _____ WATER _____

DEPOSIT QUOTE: AMOUNT \$ _____

SERVICE CHARGE: **\$70.00** each Contract Account

BY: _____

Bond and Letter of Credit forms are also available on Huntsville Utilities' website at www.hsvutil.org.

NAME AND ADDRESS OF BUILDING OWNER:

COMPLETE ONLY IF NEW BUILDING

_____ OVERHEAD SERVICE

_____ UNDERGROUND SERVICE

NOTE:

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

The undersigned, known as the Business Partner, hereby makes application for utility service(s) to the City of Huntsville d/b/a Huntsville Utilities 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 Contract Account(s). 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 d/b/a 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 Business Partner 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 Business Partner; (2) change of the legal name of the Business Partner, or (3) change of address of Business Partner. In the event Business Partner fails to notify the City pursuant to this paragraph sixteenth, this Agreement shall, at the City's option, terminate and be at an end.

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 _____

a Limited Liability Company has signed the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of this contract, he/she, as such officer and with full authority, executed the same voluntarily for and as the official act of said Limited 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 d/b/a HUNTSVILLE UTILITIES hereinafter called "Utilities" and

hereinafter called the "Business Partner" for Utility Services to be provided at all locations and Contract Account(s) within Utilities Service Area.

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

1. UTILITY DEPOSIT. The Business Partner 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 Business Partner at the location, then two (2) times the estimated highest monthly billing for the Business Partner 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 Business Partner at the location.

2. FORM OF UTILITY DEPOSIT. The Utility Deposit by the Business Partner 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 Contract 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 Business Partner 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 Business Partner or from any other estimates provided by the Business Partner to the Utilities, but such information or estimate shall not limit the Utilities' discretion in determining the Utility Deposit.

(b) The Business Partner agrees that the utilities will review the Contract 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 Business Partner's Utility Deposit shall be final and binding. The Utilities shall notify the Business Partner of any modification of the Utility Deposit in writing at the address where billing for Utility Services is directed. The Business Partner 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 Business Partner shall maintain the Utility Deposit in accordance with this Agreement so long as Utilities provides Utility Services to the Business Partner. If, upon proper notice of termination and the final payment by Business Partner for all Utility Services and other liabilities incurred by the Business Partner to the Utilities at the location, the Utilities may transfer the Utility Deposit to another location maintained by the Business Partner that has either no Utility Deposit or an inadequate Utility Deposit. All of the terms and conditions of this Agreement shall apply to the Business Partner at the transferred location as they would have applied to the original location. If the Business Partner maintains no other location or Contract Account(s) 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 Contract Account(s).

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

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

(b) The Business Partner 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 Business Partner;

(d) The Business Partner 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 Business Partner 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 Business Partner and apply to any of the Business Partner's discontinued Contract Account(s) so much of the Utility Deposit as is necessary to cure default; or

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

7. ADEQUATE PROTECTION AND ASSURANCES. The Business Partner acknowledges that the Utility Deposit required by the Utilities of the Business Partner is the policy of the Utilities and is the usual and customary utility deposit required by the Utilities of its non-residential Business Partner. The Utility Deposit is required to provide adequate assurance and protection of the Utilities in the payment for Utility Services. The failure of the Business Partner 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 Business Partner.

8. MISCELLANEOUS. This Agreement shall bind the Business Partner and the Business Partner'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 D/B/A HUNTSVILLE UTILITIES

NAME

BY: _____

ITS: Commercial & Industrial Representative

TITLE

BUSINESS PARTNER NAME

BY: _____

ITS: _____

TITLE

D. L. # _____ STATE: _____

SOCIAL SECURITY #: _____

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 _____

a Limited Liability Company has signed the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of this contract, he/she, as such officer and with full authority, executed the same voluntarily for and as the official act of said Limited Partnership.

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

Notary Public