



Dear Property Owner or Manager:

Thank you for your interest in establishing a landlord contract with Omaha Public Power District (OPPDP). This agreement tells us how to proceed when a tenant requests service to be stopped in his/her name. To help you decide which type of agreement meets your needs, we provided a brief description of each option below.

Submit completed forms by one of the following methods:

Email: customerservice@oppd.com  
Fax: 531-226-3982  
Mail: OPPD  
Attn: Business Solutions Center  
444 South 16<sup>th</sup> Street Mall  
Omaha, NE 68102

Please keep in mind that if an agreement is not setup there is risk that service provided by OPPD will be disconnected between tenants and/or risk that the property owner will be charged for usage between tenants.

### **Landlord Contract – Option Descriptions**

#### Option 1 – Continued Service\*

Electric service will be transferred into the property owner’s name (individual or business) any time a tenant requests service to be stopped in his/her name. In addition to offering a level of protection for the property during winter months, this option allows the electric service to be left on to clean the property and show to prospective tenants.

#### Option 2 – Disconnect Option\*

Electric service will be turned off any time a tenant requests service to be stopped in his/her name. Electric service will remain off until the next tenant requests service. Owners and/or property managers are responsible for winterizing properties to avoid damage due to frozen pipes. OPPD cannot be held responsible for any damage.

*\* If service has been disconnected due to nonpayment, the agreement will not be activated. OPPD offers a “Third Party Notice” option so landlord or property manager can receive a copy of tenant disconnect notices. See “Third Party Notice” enclosure.*

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### Landlord Contract – Page 1 of 2

This agreement allows you to choose the actions preferred when a tenant requests electric service to be stopped in his/her name. This contract will replace any existing contract for the specified property.

If service has been disconnected due to nonpayment, the agreement will not be activated. OPPD offers a “Third Party Notice” option so landlord or property manager can receive a copy of tenant disconnect notices. See “Third Party Notice” enclosure.

*Please see enclosed Terms and Conditions for a complete list of contract agreement provisions.*

#### **Please provide the following information.**

<b>Property Owner Information</b>
Property Owner _____
Property Owner Company (if applicable) _____
Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership
Tax ID Number (EIN) or Social Security Number (if sole owner) _____
Primary Phone _____ Ext _____ Alternate Phone _____ Ext _____
Fax _____ Email _____
Mailing Address _____
City _____ State _____ ZIP _____

<b>Property Management Information (if applicable)</b>
Property Management Company _____
Property Management Company Contact Person _____
Tax ID Number (EIN) _____
Primary Phone _____ Ext _____ Alternate Phone _____ Ext _____
Fax _____ Email _____
Mailing Address _____
City _____ State _____ ZIP _____

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**Landlord Contract (cont.) – Page 2 of 2**

Please list each property individually or attach list of properties and select a contract agreement option.

Option 1 – Continued Service

Electric service will be transferred into the property owner’s name (individual or business) any time a tenant requests service to be stopped in his/her name. In addition to offering a level of protection for the property during winter months, this option allows the electric service to be left on to clean the property and show to prospective tenants.

Option 2 – Disconnect Option

Electric service will be turned off any time a tenant requests service to be stopped in his/her name. Electric service will remain off until the next tenant requests service. Owners and/or property managers are responsible for winterizing properties to avoid damage due to frozen pipes. OPPD cannot be held responsible for any damage.

Property Address	Option 1 Continued Service	Option 2 Disconnect Option
<i>Please list complete property address, including city, state, apartment and lot number(s) below. Alternatively, you may attach a list of properties, indicating "Continued Service" or "Disconnect Option" next to each property address.</i>		

I have read and agree to the Terms and Conditions of this Landlord Contract, and I understand how the Continued Service and Disconnect Options apply to the properties listed above.

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**OMAHA PUBLIC POWER DISTRICT ("OPPD")  
LANDLORD CONTRACT TERMS AND CONDITIONS**

**OPTION 1. Continued Service.** The electric service will continue between tenants at the Service Location(s) listed in the enclosed sheet, and the electric service used during this time will be billed to the Landlord. The following provisions shall apply if the Continued Service Option is chosen by Landlord:

- A. An electric service account (the "Account") will be established in the name of the Landlord.
- B. The Landlord will provide OPPD with a list of service locations that are to be covered by this Landlord Contract (the "Service Location(s)"). The charges for electric service at the Service Location(s) will be billed to the Landlord's Account starting on the date requested by the tenant to terminate electric service, or in the case where the tenant has vacated the property without requesting termination of service, on the date of discovery of the vacancy by OPPD or the date the landlord notifies OPPD of the vacancy, whichever occurs first, and will end on the date requested by the new tenant to start electric service at the Service Location(s).
- C. OPPD will assess an account service charge based on OPPD's then current fee schedule (the "Account Service Charge") when the Landlord's Account is initiated.
- D. OPPD will provide the Landlord notification via a Landlord Notification Letter that charges to the Landlord's Account for electric service usage between tenants will start on the date requested by the tenant to terminate electric service. OPPD will also notify the Landlord of the ending date for electric service charges, which will be the same date requested by the new tenant to start electric service in the tenant's name.
- E. The Landlord acknowledges that OPPD may disconnect electric service at the Service Location(s) if a tenant fails to make the appropriate payments on their electric service billings. The electric service will remain disconnected until the account holder pays the appropriate amount to OPPD.
- F. Failure of a new tenant to apply for electric service with OPPD does not release the Landlord from its obligation to pay for the electric service charged to the Landlord's Account during the time the tenant moved into a Service Location until a new application for electric service was submitted by the tenant. OPPD will not credit the Landlord's Account for electric service used during this period of time by the tenant. It is the responsibility of the Landlord to seek reimbursement from the tenant for the electric service charged during this period of time. OPPD will process an electric service application from the tenant as soon as it is received by OPPD.
- G. OPPD may terminate this Landlord Contract if the Landlord fails to keep its Landlord Account in good standing by not making regular and timely payments, or at such time the Landlord program is revised by OPPD.
- H. This Continued Service Option will remain in effect until the Landlord notifies OPPD of its desire to end this Continued Service Option.

**Option 2. Disconnect Option.** The electric service at the Service Location(s) will be disconnected upon request of the tenant, and no electric service will be supplied to the Service Location(s) between tenants. The following provisions shall apply if the Landlord Disconnect Option is chosen by Landlord:

A. The Landlord will provide OPPD with a list of Service Location(s) that are to be covered by this Landlord Contract. Electric service for the Service Location(s) will be disconnected on the date requested by the tenant to terminate electric service.

B. OPPD will assess an Account Service Charge each time the Landlord requests that electric service be connected at the Service Location(s).

C. In the event the Landlord desires to have electric service at the Service Location(s) between tenants, the Landlord must contact OPPD and submit an application for electric service.

D. The Landlord agrees to indemnify, defend and hold harmless OPPD from and against any and all claims, suits, liabilities, losses, expenses or damages to the Service Location(s) which relate to the disconnection of electric service or to the loss of use of any electric device or equipment at the Service Location(s).

E. This Disconnect Option shall remain in effect until the Landlord notifies OPPD of its desire to end this Disconnect Option.

**General Provisions for Options 1 and 2.** The following provisions shall apply to both the Continued Service Option and the Disconnect Option:

A. The Landlord is responsible for notifying OPPD of any changes to the Service Location(s), including rental property acquisitions and dispositions. Failure to notify OPPD of such changes could result in electric service being disconnected at a new Service Location on the date requested by a tenant to terminate electric service. In that case, the Account Service Charge will be assessed to reconnect the electric service at that Service Location. Failure to notify OPPD of changes could also result in the Landlord on record being charged for electric service usage between tenants.

B. The Landlord is responsible for notifying new tenants to contact OPPD to make an application for electric service at all existing and new Service Location(s). OPPD will provide the Landlord with application forms upon request that can be completed by the tenant and mailed to OPPD. The tenant may also call OPPD at (402) 536-4131 to request service.



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**For OPPD Use Only**  
Start Service Date \_\_\_\_\_  
Completed By \_\_\_\_\_

**Third Party Notice - Optional**

Please complete the following information to record a third party on an electric service account so that both the customer and the third party receive notification in the event of a disconnect notice.

**Tenant Information**

Service Address \_\_\_\_\_

Account Number \_\_\_\_\_

Tenant Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Date Service Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Tenant's Signature

In the event that my utility is to be disconnected for nonpayment, OPPD should notify:

**Third Party Information**

Are you the Landlord or Property Manager at the property listed above?      Yes      No

If "Yes" do you want the Third-Party Notification to be forwarded to the address on file for your Landlord Account?      Yes      No

Please indicate the name and address for the Third Party:

Third Party Name \_\_\_\_\_

Third Party Address (where the notice will be mailed):  
\_\_\_\_\_

Third Party City, State, Zip \_\_\_\_\_

Third Party Phone Number \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Third Party Signature

Make copies as needed. Submit completed forms by one of the following methods:

Email: customerservice@oppd.com

Fax: 531-226-3982

Mail: OPPD

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