

AUTOMATIC TURN-ON AGREEMENT

In order to ensure that electric and/or gas service is not discontinued to the properties indicated (except for non-payment, as hereinafter provided), Delmarva Power & Light Company (“Delmarva Power”) and _____ (the “Landlord”) hereby agree as follows:

The effective date of this Agreement is defined as the point in time at which, according to the terms of this Agreement, the electric and/or gas service account(s) for the property(ies) designated herein is(are) placed in the Landlord’s name.

As of the effective date of this Agreement, Delmarva Power utility service (“Service”) to the Service Addresses or Meter Numbers designated in the table on the last page hereof (the “properties”), which Service is not already provided under a separate agreement with a tenant, shall be placed in the Landlord’s name. The Landlord shall be responsible for all sums due for that Service, beginning at the effective date, in accordance with the applicable Tariffs. Charges for any unbilled usage from the point of time at which Service was or is discontinued to any tenant shall be paid by the Landlord; provided, however, that the Landlord shall not be responsible for sums owed by any tenant for the period before the date on which Service was or is discontinued to such tenant.

Upon Delmarva Power discontinuing Service to any tenant of the Landlord at a property covered by this Agreement, except situations involving discontinuing Service for nonpayment, Service shall be automatically continued in the Landlord’s name. The Landlord shall pay all sums due for such Service in accordance with the applicable Tariffs. Service shall remain in the Landlord’s name and the Landlord shall pay all sums due for Service until a tenant becomes responsible by agreement with Delmarva Power for paying the sums due for such Service.

Service that is discontinued for nonpayment will not be continued, nor shall the Landlord pay any sums due for such Service, until the Landlord verifies that the tenant for whom Service was discontinued no longer resides at the property for which Service was discontinued.

Delmarva Power shall have access to all electric and natural gas meters and related equipment. To ensure that no difficulty in gaining access to meters and related equipment will exist, the Landlord commits to making access arrangements as indicated: (if locks are changed we must have a replacement key immediately). The Landlord authorizes the use of a key provided for the property(ies) to be used for transfer of names and for meter reading purposes.

The term of this Agreement shall be one (1) year from the effective date hereof, and from year to year thereafter. After the initial one (1) year term, either party may terminate this Agreement by giving at least thirty (30) days’ notice in writing of its desire to terminate the Agreement.

Notwithstanding any other provisions of this Agreement, Delmarva Power may terminate the Agreement on at least five (5) days written notice for cause, including the reasons listed in the applicable Tariffs as a basis for discontinuing service with prior notice or a change in ownership of the properties covered by this Agreement. The Landlord shall give Delmarva Power at least thirty (30) days written notice of any change in the ownership of the properties covered by this Agreement.

This Agreement is subject to the then-effective Tariffs covering service to the properties covered by the Agreement and Delmarva Power’s Service obligations and customer’s rights and responsibilities generally.

Please fill out the enrollment form below and mail or fax to:

Delmarva Power
Attn: MLK Call Center
630 Martin Luther King Blvd
Wilmington DE 19801
Fax Number: 800-837-7405
Email: kiosk@pepcoholdings.com

Automatic Turn-On Information

Landlord's Name		Social Security/Tax ID No.	
Service Location*		Billing Address	
Telephone Number		Account No.	
Number of Units		email address	
Special Access Arrangements (If Applicable)			

*Please list any additional service addresses and meter numbers that are to be included in this Agreement.

Service Address including Unit Number or Meter Number

Signature of Landlord

Date