

RESIDENTIAL CONTINUANCE OF SERVICE CONTRACT- OH
FORM X-2901 (REV. 01-09)



Ohio Edison • The Illuminating Company • Toledo Edison

NAME OF PROPERTY OWNER(S)
DOING BUSINESS AS
NAME OF CORPORATION

WHEREAS, _____ hereinafter referred to as "Landlord" is the owner or rental agent of rental units (listed below, attached to, and/or on the reverse side of this form) receiving service from "FirstEnergy" and; **WHEREAS**, Landlord is desirous of maintaining continuous electrical service at such locations during periods when such units are unoccupied; NOW, THEREFORE, in consideration of the mutual agreements herein;

1. Landlord agrees to be responsible for the payment for all electrical service rendered during such periods when the service is in the Landlord's name, up to the connect date specified by the new renter/tenant when making application for service. It is further agreed that failure on the part of the Landlord to make payments in a timely manner will result in making this agreement **null and void**.
2. FirstEnergy agrees to continue its service at such locations and to transfer to the Landlord the billing for interim periods in accordance with this agreement. FirstEnergy assumes no responsibility to determine whether the premises are occupied under this Agreement.
3. Landlord agrees that by exercising the Agreement, he shall indemnify, **hold harmless and assume the defense** for FirstEnergy for **all** damages, including consequential damages that may **arise** from the execution of this Agreement.
4. It is mutually understood and agreed that the purpose of this Agreement is to maintain a continuity of service at rental property of the Landlord in the event of what would otherwise be the discontinuance of service by reason of the departure of a renter/tenant. This Agreement does not extend the obligation of FirstEnergy to the Landlord beyond that provided by law, **nor will this agreement prevent disconnection by reason of non-payment by a renter/tenant.**
5. IT IS THE RESPONSIBILITY OF THE LANDLORD TO CANCEL THIS AGREEMENT, BY **GIVING SEVEN (7) DAYS WRITTEN NOTICE** TO AVOID FURTHER LIABILITY FOR BILLS AT THE LISTED ADDRESS(ES). WRITTEN NOTICE OF CANCELLATION SHOULD BE SENT TO FIRSTENERGY, CUSTOMER SERVICES DEPARTMENT, AT THE FOLLOWING ADDRESS:

76 South Main Street, A-FECC
Akron, Ohio 44308
6. In the event that any provisions contained herein conflict with the laws of the State of Ohio, the laws of the State of Ohio shall govern.
7. **The Landlord is responsible for notification if there is a change of address.**

SERVICE ADDRESS (Or See Reverse Side for Listing)

STREET ADDRESS	CITY	STATE	ZIP CODE
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MAILING ADDRESS (Landlord)

STREET ADDRESS <i>C/o TopTier Property Management</i>	CITY <i>Frederick</i>	STATE <i>MD</i>	ZIP CODE <i>31701</i>
PHONE NO. <i>301-778-5800</i>	SOCIAL SECURITY NO. OR TAX I.D. NO.	FAX NO.	

AUTHORIZED BY (Signature)	TITLE	DATE
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