

## **AGREEMENT BETWEEN TENANTS FOR SHARED CONNECTION FOR ELECTRICAL SERVICES**

This Agreement between Tenants for Shared connection for Electrical Services ("Electrical Services Agreement") is entered by and between **COMPANY 1**, (hereinafter "**COMPANY 1**") and **COMPANY 2**, (hereinafter "**STALLION**"), collectively called the "Parties" as follows:

### **RECITALS**

- (a) **COMPANY 1**, as a tenant, desires to execute a lease agreement with \_\_\_\_\_, as "Landlord", to lease the office building located at \_\_\_\_\_, Texas, at the site of the former \_\_\_\_\_ automobile dealership.
- (b) **COMPANY 2**, as another tenant, has executed a separate lease agreement with Landlord to lease the former service building located at \_\_\_\_\_, which is also at same general site of the former dealership.
- (c) Landlord has informed both **COMPANY 1** and **COMPANY 2** that as tenants, they must share the same utility connection for electrical service in order for each to receive electricity at their respective leased premises.
- (d) Accordingly, **COMPANY 1** and **COMPANY 2** must cooperate with each other with respect to issues relative to payment for their proportionate usage of such electricity.

### **TERMS**

For and in consideration of the considerations and mutual promises set out herein, the Parties agree as follows, which will apply while both Parties lease their respective leased premises above, including any applicable renewal terms:

1. **COMPANY 1** shall be solely responsible for payment of its own respective usage for electricity used within **COMPANY 1**'s leased premises. In turn, **COMPANY 2** shall be solely responsible for payment of its own respective usage for electricity used within **COMPANY 2**'s leased premises.
2. Because the electrical service provider requires that the shared electrical service only be held in the name of one of the Parties, the Parties have agreed that it will be established in **COMPANY 2**'s name. However, **COMPANY 2** agrees that **COMPANY 1** will be equally entitled in all things to deal directly with the service provider as to any problems, repairs, billings and/or other issues that may arise and affect **COMPANY 1**'s ability to receive electricity at **COMPANY 1**'s leased premises.
3. On the 18th day of each calendar month at 10:00 a.m., **COMPANY 1** will obtain a reading from the sub-meter for **COMPANY 1** which is located inside the building to be leased by **COMPANY 1**. **COMPANY 2** and/or his representative is entitled to be present at that time also to read the meter and to confirm the reading obtained by **COMPANY 1**. The reading obtained by **COMPANY 1** at or near such time and day will be used to establish **COMPANY 1**'s portion of its electrical wattage usage for the month, which will then be multiplied by the per wattage charges set by the electrical service provider to arrive at the amount which **COMPANY 1** must pay for its portion of the next monthly electrical bill from the service provider. If for any reason **COMPANY 1** is unable to obtain a reading at the time and day specified above, then the meter reading obtained by **COMPANY 1** at the very next available opportunity will be used instead.
4. **COMPANY 2** shall promptly provide **COMPANY 1** a correct copy of all bills when they are received from the electrical service provider.
5. **COMPANY 1** shall pay its portion of the electrical usage charges over to **COMPANY 2** within five (5) business days of receipt of a bill from the service provider, such portion to be determined using the meter reading obtained by **COMPANY 1** as set out above and the bill received from the service provider for the

applicable month. If **COMPANY 1** fails to so pay **COMPANY 2** by the 5th day, then **COMPANY 1** shall be responsible to pay **COMPANY 2** a late fee of \$24.00 for the applicable monthly bill at issue.

6. **COMPANY 2** shall promptly and timely pay all bills to the service provider for the electrical service for both Parties. If **COMPANY 2** fails to do so for any reason, **COMPANY 1** may at its sole option:
  - (a) pay its portion directly to the service provider, and/or
  - (b) pay the full amount of the bill, including **COMPANY 2'S** portion, and then deduct the portion it so paid for **COMPANY 2** from **COMPANY 1**'s portion of subsequent electrical bills until fully reimbursed.
7. The Parties will use their best efforts to cooperate with each other regarding the amount due between them for the electrical bill each month as well as regarding any other issues which may arise concerning the shared electrical connection or service provider. If a dispute should arise between the Parties concerning the subject matters in this agreement, both agree to meet as soon as possible to try to work out their differences in good faith and, if unsuccessful, then both Parties agree to engage in mediation with Dispute Resolution Services (Tarrant County) or other mutually agreeable mediator prior to attempting or filing any legal action. For the time period of October 5, 2004 through the billing period ending on November 11, 2004, the parties agree to pay their proportionate share as follows: **COMPANY 1** shall pay \_\_\_% and **COMPANY 2** shall pay \_\_\_%.
8. Either of the Parties may elect at their sole cost and expense to separate the shared electrical utility connection at anytime during the Primary Term or any Renewal Term of their respective leases so long as such separation does not unreasonably interfere with the other party. In the event that such separation occurs, then further application of this Electrical Services Agreement as to any electricity received thereafter will no longer apply.
9. The Parties agree to evenly share the amount of the electric bill for monthly billing period of October \_\_, 20\_\_ through November \_\_, 20\_\_, so that **COMPANY 1** and **COMPANY 2** each pay fifty percent (50%) of that bill received by **COMPANY 1** for that billing period. Company 2 will pay **COMPANY 1** for its half of that bill upon and as a condition of execution of this Electrical Services Agreement. [Note: **COMPANY 1** has already paid the bill for the period between approximately October \_\_, 20\_\_ and October \_\_, 20\_\_.]
10. Each person signing below on behalf of an entity does hereby represent and warrant that such person is duly authorized to execute this agreement on behalf of the entity for whom they have signed and that the Parties to this agreement have relied upon such representation and warranty in entering into this agreement.
11. With the exception of the obligations in paragraphs No. 9 & 10, which are binding on the parties, this Electrical Service Agreement is contingent upon **COMPANY 1** and Landlord actually executing a written lease for the above described office building located at \_\_\_\_\_ Texas.
12. This agreement is being signed this \_\_\_\_ day of January, 20\_\_ with an effective date of October \_\_, 20\_\_.

**COMPANY 2**

**COMPANY 1**

By: \_\_\_\_\_  
\_\_\_\_\_,  
**President**

By: \_\_\_\_\_  
\_\_\_\_\_,  
**Executive Director**