



**SAMPLE FORMS**

**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**  
**SIOUX FALLS**  
**SOUTH DAKOTA**

**Section No. 6**  
**Original** **Sheet No. 57**

N



DATE

CUSTOMER NAME  
STREET ADDRESS  
CITY, STATE ZIP CODE

Dear Customer,

Attached to this correspondence is a Continuous Service Agreement. By electing to participate in this optional program, utility services will remain active in your name when utility services at the property you own or manage are discontinued.

A portion of the agreement has been completed with the information you provided. Please verify the accuracy of the information. In addition, you must identify the properties covered under this program on the "Property List" page of the agreement. If you need additional space, please make a copy of the Property List page or contact NorthWestern Energy and we will provide another form for your convenience.

Contact us in the future with any changes applicable to this agreement, such as adding or deleting properties or updating your notification information (mailing address, phone number, email, etc.).

Please sign and date the agreement prior to submitting the document to NorthWestern Energy. Retain a copy for your records.

NorthWestern Energy  
Attn: Customer Care  
11 E Park St  
Butte MT 59701  
(888) 467-2669  
Fax: (406) 497-4950  
[custserv@NorthWestern.com](mailto:custserv@NorthWestern.com)

If you have any questions, please call us Monday - Friday, 7 a.m. to 6 p.m. (local time):

- Montana and Wyoming: 888-467-2669
- South Dakota and Nebraska: 800-245-6977

Or stop by one of our convenient walk-in offices. As walk-in hours may vary, please go to [NorthWesternEnergy.com](http://NorthWesternEnergy.com) for more information.

Sincerely,

NorthWestern Energy  
Customer Care Department

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Section No. 6  
Sheet No. 58

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|                                       |       |
|---------------------------------------|-------|
| <b>NorthWestern Internal Use Only</b> |       |
| Customer #                            | _____ |
| Internal #                            | _____ |
| Reference #                           | _____ |

**CONTINUOUS SERVICE AGREEMENT**

This Continuous Service Agreement ("*Agreement*") is entered into by and between NorthWestern d/b/a NorthWestern Energy ("*NorthWestern*") and \_\_\_\_\_ ("*Responsible Party*") and is effective as of the date processed by NorthWestern.

- Service Options. NorthWestern offers two continuous service agreement options:  
**Move Out / Non Payment:** Services are automatically transferred to the Responsible Party upon tenant's request to discontinue service or nonpayment of service. This applies even if the tenant remains in the property.  
**Move Out Only:** Services are automatically transferred to the Responsible Party only upon tenant's request to discontinue service.
- NorthWestern's Obligations. As of the effective date services are discontinued in accordance with the option selected above, NorthWestern will: (i) transfer responsibility for utility charges into the name of the Responsible Party; and (ii) attempt to notify the Responsible Party of this change. If the Responsible Party requests NorthWestern to discontinue service, and another party does not assume responsibility, NorthWestern will disconnect utility service. NorthWestern is not obligated to transfer service if the Responsible Party is past due on any financial obligation to NorthWestern for services on any account
- Responsible Party Obligations. Responsible Party shall notify NorthWestern of any changes to the Property List, ID Information for the Responsible Party and Authorized Parties, and contact information.
- Authorization. Responsible Party may authorize users to obtain information and conduct business on behalf of the Responsible Party.

There are two levels of authorization that can be granted to users; Information Only and/or Full Authorization. It is responsibility of the Responsible Party to select an identifying form of ID for the type of authorization chosen, each type of authorization requires a unique ID.

ID information must be 8 to 30 characters and should not include any special characters or spaces. The Responsible party will ensure that the appropriate users have the ID information as it will be verified when conducting business with NWE.

The type of authorization and corresponding ID information listed below is associated to all of your NWE account(s).

Please verify the accuracy of the following:

- No Authorization:**  
Other than the Responsible Party, no other users will be authorized.
- Information Only:**  
Authorized to receive all account information as requested. Not responsible for debt accrued on accounts.  
**ID Information:** \_\_\_\_\_
- Full Authorization:**  
Authorized to receive and modify all account information, including but not limited to payment arrangements, changing a mailing address, discontinuing billing, terminating service, establishing new accounts, as requested. Full Authorization also allows authorized parties to remove properties from Agreement. Not responsible for debt accrued on accounts.  
**ID Information:** \_\_\_\_\_

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- 5. Disconnection. NorthWestern may discontinue any utility service covered under this Agreement in accordance with the tariffs, rules and regulations of the applicable state utility commission.
- 6. Suspension and Termination. This Agreement may be suspended or terminated as follows:
  - 6.1 Suspension: This Agreement may be suspended by NorthWestern if past due monies are owed by the Responsible Party for property listed, or previously listed, on this Agreement. If the current tenant requests discontinuance of service and this Agreement is suspended, NorthWestern will make a reasonable attempt to notify the Responsible Party that utility services will be disconnected as a result of the suspension of this Agreement. Prior to removing the suspension, all past due balances must be paid.
  - 6.2 Termination: This Agreement may be terminated for cause by NorthWestern upon a breach of this Agreement or the failure of Responsible Party to pay balances for property listed, or previously listed, on this Agreement. NorthWestern may terminate this Agreement if past due balances are more than 90 days. If terminated pursuant to this paragraph, NorthWestern will make a reasonable attempt to notify the Responsible Party. If this Agreement has been terminated, the Responsible Party must cure the breach or pay past due balances on all NorthWestern accounts before reactivating this Agreement. NorthWestern may also terminate this Agreement: (i) at any time upon 30 days prior written notice; and (ii) without further notice if written notifications to the Responsible Party are returned undelivered and NorthWestern is unable, after reasonable effort, to identify current contact information for the Responsible Party. Termination does not relieve Responsible Party of the obligation to pay for utility services incurred.

Responsible Party may terminate this Agreement at any time by providing written or verbal notice to NorthWestern.
- 7. Conflicts. In the event of a conflict between the terms of this Agreement and NorthWestern's gas or electric tariffs, rules and regulations established by the applicable state utility commission, the terms of the tariffs, regulations or rules prevail. All terms of this Agreement are subject to modification upon notice by NorthWestern if required as a result of changes in applicable tariffs, rules and regulations and laws amended or enacted after the date of this Agreement.
- 8. Information. This Agreement does not authorize the Responsible Party or Authorized Parties to any information of a NorthWestern customer at a property subject to this Agreement, other than the average annual utility usage.
- 9. Connect Fees. Responsible Party is not required to pay connect fees when responsibility for services are transferred to Responsible Party. If the Responsible Party requests services be disconnected, connect fees (if applicable) will be charged when services are resumed in the Responsible Party's name.
- 10. Limitation of Liability. NorthWestern's liability under this Agreement is limited in accordance with applicable tariffs governing continuity of utility services.
- 11. Miscellaneous. Responsible Party shall not assign this Agreement without the prior written consent of NorthWestern. A waiver by either party of any right or conditions of this Agreement will not limit the right of a party to enforce such right or conditions at a later date. If any portion of this Agreement is held to be void or unenforceable, the balance will continue to be effective. Except as permitted by Sections 3 and 4 to allow for the periodic updating of the Property List and Authorized Parties, this Agreement will not be modified, amended or changed in any respect except by a written document signed by the parties. This Agreement constitutes the entire agreement of the parties. Covenants or representations not contained or incorporated therein are not binding upon the parties. Handwritten revisions to this Agreement are of no effect and are not binding against the parties.

The parties understand and acknowledge that this Agreement will be effective on the date that NorthWestern processes a completed Agreement.

|                                |                               |      |
|--------------------------------|-------------------------------|------|
| Signature of Responsible Party | Printed Name & Business Title | Date |
|--------------------------------|-------------------------------|------|

