

SAMPLE FORMS

NORTHWESTERN ENERGY
SIOUX FALLS
SOUTH DAKOTA

Section No. 6
3rd Revised Sheet No. 12
Cancelling 2nd Revised Sheet No. 12



NorthWestern Internal Use Only
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.

- 1. 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.
Move Out Only: Services are automatically transferred to the Responsible Party only upon tenant's request to discontinue service.
2. 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.
3. 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.
4. Authorization. Responsible Party may authorize users to obtain information and conduct business on behalf of the Responsible Party.
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.
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.

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**SAMPLE FORMS**

**NORTHWESTERN ENERGY  
SIOUX FALLS  
SOUTH DAKOTA**

**Section No. 6**  
**1st Revised** **Sheet No. 12.1**  
**Cancelling Original** **Sheet No. 12.1**

- 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 to direct actual damages of the Responsible Party in amounts not to exceed \$500. Neither party is liable to the other party for special, incidental, punitive or consequential damages of any kind.
- 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.

_____	_____	_____
<b>Signature of Responsible Party</b>	<b>Printed Name &amp; Business Title</b>	<b>Date</b>