Montana-Dakota Utilities Co.
A Subsidiary of MDU Resources Group, Inc.
400 N 4th Street
Bismarck, ND 58501

State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6
2nd Revised Sheet No. 9
Canceling 1st Revised Sheet No. 9

THIRD PARTY NOTICE

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Would you like to be a designated Third Party?

Montana-Dakota Utilities Co. (MDU) has a program available called "Third Party Notice." This program is designed to help customers, especially the elderly or infirm or those with language or reading problems, when there is a risk of losing utility service due to nonpayment of past-due bills. The program is voluntary and completion of this form is not required to establish or continue utility service with Montana-Dakota Utilities Co.

Under the "Third Party Notice" program, if it would be necessary to disconnect service due to nonpayment of past due bills, the customer as well as the designated third party would be notified prior to the disconnect date. These notices include specific customer information such as, customer name, account number, past due and current balances owing on the account.

A third party can be a friend, relative, church or any community agency. The designated third party will have the right to receive and provide information regarding the customer's personal circumstances. Please talk with this third party before you tell MDU this person will help you. The third party *will not* be responsible for payment of the customer's bill.

If your personal circumstances require that a third party be aware of a potential disconnection of your utility service, please complete and detach the form provided and return it to MDU as soon as possible. If you know of someone who might benefit from third party notification, please let them know of it. As individual circumstances frequently may change, Third Party Notices are valid for one year only, and an annual renewal is required. Please complete the form and return it to MDU – even if you have done so before.

For information of public agencies and community organizations which may be able to assist in payment of winter utility bills, please call 1-800-638-3278 or write to MDU at PO Box 5603, Bismarck, ND 58506-5603.

MONTANA-DAKOTA UTILITIES CO.
A Subsidiary of MDU Resources Group, Inc.
In the Community to Serve®

Request For A Third Party Notification
(To be valid for one year only and annual renewal is required.)

Customer Name: (Please print)

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Account Number from Bill: _____

MONTANA-DAKOTA UTILITIES CO. has my permission to provide information to and accept information from the party named below.

Customer Signature: _____

Date: _____

Name of Third Party to be Notified: (Please print)

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

MONTANA-DAKOTA UTILITIES CO. will make every effort to send a copy of the Notice of Proposed Disconnection to the party specified. These notices include specific customer information such as, customer name, account number, past due and current balances owing on the account. The customer making the request understands that MDU assumes no liability for failure of third party to receive or act upon said Notice.

Complete all information and return to Montana-Dakota at PO Box 5603, Bismarck, ND 58506-5603 as soon as possible.

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Section No. 6
2nd Revised Sheet No. 10
Canceling 1st Revised Sheet No. 10

DISCONNECTION OF SERVICE FOR CAUSES OTHER THAN NONPAYMENT OF BILLS

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(Rev. 2/88)

MONTANA-DAKOTA UTILITIES CO.
DISCONTINUANCE NOTICE

NOTICE TO CUSTOMER:

Today we inspected your gas/electric service installation and under rules and regulations filed with, and approved by, the Public Utility Commission of _____, we are legally authorized to discontinue service due to an irregularity. In order to have your service restored, bring this card to our office, at the address shown below, and we will discuss the conditions under which gas/electric service may be restored.

MONTANA-DAKOTA UTILITIES CO
Address _____
_____
Telephone No.: _____

Date _____
Customer _____
Address: _____
_____
Meter No.: _____
Employee: _____

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Date Filed:	July 29, 2019	**Effective Date:**	Service rendered on and after October 1, 2019
Issued By:	Tamie A Aberle Director - Regulatory Affairs		
Docket No.:	GE19-004		

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State of South Dakota
Gas Rate Schedule – SDPUC Volume No. 2

Section No. 6
2nd Revised Sheet No. 11
Canceling 1st Revised Sheet No. 11

CONTINUOUS SERVICE AGREEMENT

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MONTANA-DAKOTA UTILITIES CO
A Subsidiary of MDU Resources Group, Inc.
In the Community to Serve®

CONTINUOUS SERVICE AGREEMENT

Scan and return via
- Email: customerservice@mdu.com
- Fax: 1-701-323-3104, or
- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-3608

1. **RECITATION.** The Undersigned (hereinafter referred to as "Customer") is the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible for the maintenance of the real properties described on Exhibit A hereto (hereinafter referred to as "Properties") which may be occupied by others (hereinafter referred to as "Tenants") from time to time. Montana-Dakota Utilities Co., a Subsidiary of MDU Resources Group, Inc. (hereinafter referred to as the "Utility") provides Natural Gas services (hereinafter referred to as "Energy Services") to the location of the Properties in accordance with the terms of tariffs filed with the state regulatory agency of the jurisdiction in which the Properties are located. The Agreement is intended to assure continuous Energy Services to the Properties during periods in which a Tenant has not arranged for or has failed to maintain Energy Services.

2. **TERM.** This Agreement between the Utility and the Customer is effective as of the date (hereinafter referred to as the "Effective Date") that it is processed by the Utility. For electronic communication purposes, the Customer must provide an active email address prior to processing. Utility will provide email notification that this Agreement has been processed. This Agreement will continue in effect until cancelled by either party upon five (5) days prior written notice sent in accordance with Paragraph 5 below. Properties subject to this Agreement must have Energy Services activated prior to or on the Effective Date. Termination of this Agreement does not relieve the Customer from its obligation to pay for any Energy Service charges incurred under this Agreement prior to the effective date of termination. In the event the Customer cancels this Agreement with respect to one or more Properties listed on Exhibit A, the Customer may not be eligible to enter another Continuous Service Agreement for a period of 12 months with respect to those Properties that were cancelled. Failure on the part of the Customer to pay their bills promptly when due shall constitute sufficient grounds for termination of this Agreement by the Utility.

3. **RESPONSIBILITY.** The Utility agrees to provide Energy Services at the Properties specified by the Customer between occupancy by tenants, regardless of the time of year, until this Agreement is terminated with respect to the properties. The Customer assumes liability for Energy Service charges incurred during periods in which a Tenant has not assumed responsibility for payment of Energy Services to the Properties.

   In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of Energy Services, the Utility's records will be presumed correct unless the Customer presents information showing the Utility's records are incorrect in which event the presumption shall no longer apply.

4. **DISCONNECTION.** The Utility reserves the right to deny service or disconnect Energy Services pursuant to the rules and regulations of the applicable regulatory agency. If a Tenant is denied Energy Service, or Energy Services to the Tenant have been disconnected, the Customer may request that the Energy Services to the applicable Property be disconnected without affecting this Agreement. A disconnection of Energy Services to the Properties at the request of the Customer for any other reason may terminate the Agreement.

   If a Tenant account at a Property is discontinued for Nonpayment of Services ☐ I DO ☐ I DO NOT request the Utility to continue Energy Services at the Property and bill me for such Energy Services until a new Tenant account is opened or I request termination of the Agreement with respect to the Property. These instructions will apply even if the Tenant remains in the Property.

5. **CHANGES AND DELETIONS.** The Customer agrees to provide PRIOR WRITTEN NOTICE to the Utility of any changes in telephone number, mailing address, email address or additions and deletions to Exhibit A Service Property Locations.

   By signing this Agreement as the Customer, the undersigned is authorized to start or stop Energy Services, make additions or deletions of Properties to this Agreement and to enter into this Agreement. Other persons authorized to act on behalf of the Customer under this Agreement are shown on Exhibit B which may be amended by Customer upon receipt of written notice by the Utility.

6. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings relating to continuation of Energy Services to any of Customer's properties prior to the effective date of this Agreement. The Utility has no further responsibility or liability to the Customer, expressed or implied, for continuation of Energy Services to Customer's properties except as set forth herein.

7. **LIABILITY LIMITATION.** THE LIABILITY OF THE UTILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES OF CUSTOMER NOT TO EXCEED $500 AND NEITHER PARTY SHALL BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFIT). THIS LIMITATION APPLIES TO ALL CLAIMS WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, INDEMNITY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER LEGAL THEORY.

8. **SIGNATURE.** This Agreement must be signed by the Customer. If property management services are used and a Property Manager signs this Agreement, the Property Manager assumes financial responsibility for Energy Services pursuant to this Agreement.

BILLING INFORMATION

Please Print (* An asterisk indicates that the information is required for processing.)

E-mail Address: _____
(Utility will use for email notification for electronic communication purposes)

Spouse/Partner Name: _____

*Billing Address: _____

*City: _____ *State: ____ *Zip: _____

*Primary Contact Phone: (____) _____-_____

Cell Phone: (____) _____-_____

Fax Number: (____) _____-_____

*Emergency Contact Name: _____

*Address: _____

*City: _____ *State: ____ *Zip: _____

*Emergency Phone Number: (____) _____-_____

Employer Name: _____

Work Phone: (____) _____-_____

MDU Account Holder Name _____

Signature _____ Date: _____
Name that will appear on the bill financially responsible person or entity

FOR OFFICE USE ONLY		
CSA ID#	Processed by:	Date:

Continuous Service Agreement Form – Rev. 01/01/2010

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Date Filed:	July 29, 2019	**Effective Date:**	Service rendered on and after October 1, 2019
Issued By:	Tamie A. Aberle Director - Regulatory Affairs		
Docket No.:	GE19-004		

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EXHIBIT A
SERVICE LOCATIONS

Scan and return via
- Email: customerservice@mdu.com
- Fax: 701-323-3104 or
- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, P.O. Box 7608, Boise, ID 83707-1608

IDENTIFICATION NUMBER (OFFICE USE ONLY)	COMPLETE STREET ADDRESS	APT. NO.	CITY, STATE
1.			
2.			
3.			
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5.			
6.			
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10.			
11.			
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18.			
19.			
20.			

MDU Account Holder Name _____

Signature _____ Date: _____
Name that will appear on the bill-financially responsible person or entity

FOR OFFICE USE ONLY
CSA ID# Processed by: Date:

N

Continuous Service Agreement Form – Rev. 01/01/2019