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February 20, 2013

SUBJECT: HKSA 24-4

**MONTANA-DAKOTA UTILITIES CO.
CONTINUOUS SERVICE AGREEMENTS
CONSUMPTION DATA**

HAND DELIVERED

Representative Tom Berry
State Capitol Bldg.
1301 E. 6th Ave
PO Box 200400
Helena, Montana, 59620-0400

Dear Representative Berry;

Please consider this letter a memorialization of the agreement which my client, Montana-Dakota Utilities Co., reached with you regarding its Continuous Service Agreement, and providing utility consumption data for a customer location. My client and I very much appreciate the opportunity to work with you on this matter.

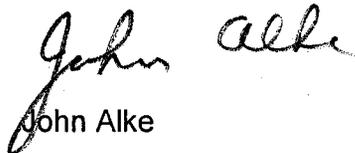
You will find attached to this letter a copy of Montana-Dakota's current Continuous Service Agreement. I have highlighted in yellow Paragraph 7, which is the liability limitation that we have been discussing these past weeks. Montana-Dakota will voluntarily delete Paragraph 7 for the Montana version of its agreement. A new Montana agreement will be prepared without paragraph 7, and placed on the Montana-Dakota website for utilization by Montana landlords. Furthermore, Montana-Dakota will not revise its Continuous Service Agreement to re-insert the liability limitation, or a similar liability limitation, for a period of two years. This will give both sides to this dispute an opportunity to deal with each other under the new Continuous Service Agreement before the issue of liability is raised again.

Montana-Dakota will also agree to provide consumption data to its customers, or their representatives, upon reasonable request. If the current property owner requests such information, or consents to the release of the information to someone they choose to designate, Montana-Dakota will provide it.

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Again, thank you for your willingness to work with us collegially on this issue.

Sincerely,


John Alke

JA:vlr
Enclosure

JA:Rep Berry.L2.wpd



In the Community to Serve®

CONTINUOUS SERVICE AGREEMENT

Scan and return via:
 - E-mail: customerservice@mdu.com
 - Fax: 1-701-323-3104 or
 - Mail: Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608

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. (hereinafter referred to as the "Utility") provides Natural Gas and/or Electric 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 e-mail address prior to processing. Utility will provide e-mail notification that the 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 will 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.
 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 will terminate the Agreement.
 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.** In addition to the above terms of service, if a Tenant account at such 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, e-mail address or additions and deletions to Exhibit A, Service Property Locations.
 By signing this Agreement as the Customer, it is understood that the Customer 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

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

Please Print

E-mail Address: _____ *Social Security Number: _____
 (Enter an active e-mail address for electronic communication purposes) *Business Tax ID Number: _____

Spouse/Partner Name: _____ *Emergency Contact Name: _____

*Billing Address: _____ *Address: _____

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

*Primary Contact Phone: (____) _____ - _____ *Emergency Phone Number: (____) _____ - _____

Cell Phone: (____) _____ - _____ Employer Name: _____

Fax Number: (____) _____ - _____ Work Phone: (____) _____ - _____

Customer Printed Name: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY

CSA ID #: _____ Processed By: _____ Date: _____