



# Landlord Authorization Contract TERMS AND CONDITIONS

*It is your sole responsibility to read and understand the terms and conditions.*

1. I hereby authorize Black Hills Energy to automatically transfer utility service from a tenant account to my landlord account to assure uninterrupted service due to a tenant initiated order to stop utility service or because of collection activity <pursuant to the rules and regulations of the state> for a tenant occupying the designated property.
  - a. In consideration of Black Hills Energy continuing service in my name in lieu of being stopped, I agree to pay for all utility service charges incurred to the property(s) authorized under this contract in order to avoid a discontinuance of service to my property by the tenant or occupant.
    - i. I understand that I will be responsible for the charges incurred from the time service is transferred to my name until Black Hills Energy receives a Landlord Contract Cancellation form including the election to have service turned off, until another party transfers service into their name, or until I <the landlord> request that the utility service be turned off. Note: requesting that service be turned off does not cancel a Landlord Contract.
  - b. I understand that I will not be responsible for the charges incurred by the tenant occupant prior to service continuing in my name.
2. I understand that this contract is to continue utility service to my property to avoid the discontinuance of service and to protect my property against potential damage that could be incurred due to utility service being discontinued.
3. I understand if the property manager signs the form on my behalf, a property management agreement will be required. This contract will continue to be effective from the date indicated on the agreement and will continue in effect until (1) revised or revoked at any time and for any reason by Company, (2) modified or revoked in writing by Property Owner or Property Manager, or (3) by mutual agreement between Company and Property Owner or Property Manager.
4. I understand that I authorize service to be continued in my name all months of the year.
5. I understand that if I sell a property or no longer wish to have the service automatically continue in my name that it is my responsibility to complete a Cancellation form and submit to Black Hills Energy. Note: Title companies do not notify Black Hills Energy of changes in ownership.
6. I understand that I may elect to receive a letter each time service is continued in my name separate from the billing statement that I will receive. If no election is made, I will not receive such a letter.
7. I understand that it is my responsibility to notify Black Hills Energy any time I have an update of personal information such as mailing address or phone number so that I can receive the proper notifications.
8. I understand that I will receive one combined bill for properties that are currently in my name. I understand that I can submit a request to receive a separate bill for each property that is in my name, but that if no special request is received by Black Hills Energy only a combined bill will be prepared.  
Note: A combined billing will not include balances or bills for your tenant occupants, their bill remains their responsibility.
  - a. I understand that with a combined billing, I may receive a separate detailed page for each property currently being billed to me by submitting this as a specific request.
9. No deviations from these terms and conditions will be accepted.
10. I understand that new service terms and conditions apply when service is transferred to my name pursuant to the rules and regulations approved in my state.
  - a. I understand that if I have previously been in arrears with Black Hills Energy my deposit requirement may not be waived.
11. I understand that if Diversion, or theft of utility service, is discovered, this contract may be null and void and service to my property may be stopped immediately.
  - a. I understand that an investigation will occur to determine the responsible party, necessary restitution, and corrective actions.
12. I understand that if I have any accounts that are in a past due or write off status with Black Hills Energy that my Landlord Contract may not be processed and the past due or write off monies must be paid immediately.
  - a. I understand that Black Hills Energy will mail me a letter if this occurs and once my past due or write off monies are paid, I can resubmit my Landlord Contract for processing.
13. I understand that if past due or write off monies exist on my landlord account(s), my Landlord Contract(s) may be in jeopardy of being revoked, which may result in a Cancellation of my Landlord Contract(s).
  - a. I understand that Black Hills Energy will mail a letter listing the past due or write off monies and Property Address(es) associated and will be given 30 days to pay the past due or write off monies.
    - i. I understand that if the past due or write off monies are not paid in 30 days, my Landlord Contract(s) may be revoked immediately, thus canceling the Landlord Contract with Black Hills Energy. If this occurs, a letter will be mailed advising the Landlord Contract has been revoked with a listing of the Property Address(es) associated.
    - ii. I understand that if my Landlord Contract is revoked, resulting in a Cancellation of my Landlord Contract, Black Hills Energy will not be responsible for any damages to the premises as a result of the premises not receiving utility service for any reason the service is disconnected or the premises are vacated.

- b. I understand that my account(s) must be in good standing for 12 months after a Landlord Contract has been revoked and cancelled before a new Landlord Contract will be processed.
14. I understand that if a notification of Bankruptcy is received on my landlord account(s), my original Landlord Contract(s) may be null and void.
- a. Upon Black Hills Energy receiving notification of Bankruptcy, a review of the Landlord Contract(s) on file will be conducted and a letter will be mailed if a new Landlord Contract is necessary.
    - i. I understand that if a new contract is necessary, I must return the new contract to Black Hills Energy within 30 days. Failure to return the new Landlord Contract in 30 days will result in a full Cancellation of my current Landlord Contract.
    - ii. I understand that if my Landlord Contract is Cancelled, Black Hills Energy will not be responsible for any damages to the premises as a result of the premises not receiving utility service for any reason the service is disconnected or the premises are vacated.