



13069 Orono Parkway • P.O. Box 430
Elk River, MN 55330-0430

Phone: 763-441-2020
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Email: Commercialapps@elkriverutilities.com

COMMERCIAL SERVICE AGREEMENT

Acct. # _____ Date: _____

Service Address: _____

Customer/Company Name: _____

Contact Name: _____

Phone No.: _____

Elk River Municipal Utilities (ERMU) and The Customer identified above (Customer) enter into this Service Agreement (Agreement) for the provision of electric/water service to the Service Address identified above.

In exchange for ERMU's Agreement to provide electric/water service to the Service Address, Customer agrees as follows:

1. Customer warrants to ERMU that Customer is the individual or business entity which will be liable for any default by Customer under this Agreement or any non-payment by Customer of amounts billed by ERMU.
2. Customer agrees to comply with the Rules, Regulations and Policies of ERMU, and the Ordinances of the City of Elk River, applicable to ERMU's provision of electric/water service to the Service Address.
3. ERMU is only responsible for providing electric facilities and service to the electric transformer serving the Service Address. Customer is responsible for all facilities and costs beyond this point of sale. ERMU is only responsible for providing water facilities and service to the water main serving the Service Address. Customer is responsible for all facilities and costs beyond this point of sale.
4. Customer agrees to make payment of all amounts billed by ERMU for electric/water service provided to the Service Address, and agrees that ERMU may disconnect service to the

Service Address if Customer has defaulted under the terms of this Agreement or has failed to make payment of any amount billed by ERMU by the date such amount was due.

5. The undersigned agrees that if there is a default and the account is referred to an attorney or collection agency, the undersigned will pay all reasonable collection fees, attorney fees, and court or other costs as permitted by law and as actually incurred by ERMU.
6. Customer agrees that electric/water service to the Service Address will not be provided, and will be disconnected if currently provided, unless and until Customer submits a deposit (Deposit) in the amount determined by ERMU's Customer Deposit Policy. All commercial customers must prepay the deposit in full.
7. Customer agrees that the purpose of the Deposit is to secure Customer's timely payment of amounts billed by ERMU to the Service Address, and Customer agrees that ERMU may draw on the Deposit and apply the amount drawn to any amounts owed by Customer to ERMU which are 30 days or more past due. Customer further agrees that return of the Deposit following the discontinuation of electric/water service to the Service Address shall be governed by the terms of this Agreement and the Customer Deposit Policy.
8. Customer agrees that the Deposit shall be in the form of a cash deposit or an irrevocable letter of credit. If in the form of an irrevocable letter of credit. Customer agrees that the letter of credit will be renewed at least 30 days prior to its expiration and that failure to renew the letter of credit may result in the letter of credit being drawn on and the cash recovered from the letter of credit being held by ERMU as a cash deposit. If ERMU is not able to draw on the letter of credit, Customer agrees to submit a cash deposit prior to the expiration of the letter of credit, and further agrees that failure to submit the required cash deposit shall be cause for immediate termination of service by ERMU.

This form must be fully completed and submitted to ERMU to establish utility services at the service address listed above

Customer: _____ ERMU: _____

By: _____ By: _____

Print Name : _____ Print Name: _____

Title: _____ Title: _____

By executing this Agreement on behalf of Customer, _____ represents and warranties to ERMU that he/she is authorized to enter into this Agreement on behalf of Customer.

By: _____

Print Name: _____

Date: _____

Personal Guarantee: All fields below must be completed in their entirety to be considered valid.

By signing below, _____ agrees to personally guarantee and be responsible for Customer's payment obligations under this Agreement.

By: _____

Print Name: _____

Social Security Number: _____

Date of Birth: _____

Date: _____

