



Chaska Utility Billing
 One City Hall Plaza
 Chaska, MN 55318
 952-448-9200
 952-448-9300 fax
 ub@chaskamn.com

City of Chaska

Utilities Contract
 Tenant of Property

CUSTOMER INFORMATION

Last Name: First Name:

Service Address: Service Start Date:

Phone: E-mail:

SECONDARY RESPONSIBLE PARTY (IF APPLICABLE)

Last Name: First Name:

Phone: E-mail:

SERVICE REQUIREMENTS-PLEASE SELECT ONE OPTION

*****If neither box is checked, your deposit will be added to the first bill*****

- Prior to my first bill, I will provide payment history from my previous utility provider showing no more than 1 past due payment in the previous 12-months. If an acceptable payment history is not received, I understand the deposit will be added to my utility bill.
- Please add the deposit to my first utility bill.

CITY UTILITY USE ONLY

Deposit Amount: Letter of Credit: Account Number:

A) **Definitions:** "Property" means the service address described above. "I" and "me" mean the tenant of such property. "City" means the City of Chaska, Minnesota. "Municipal utility services" mean electric, water, sewer, and storm water services, or any of them, provided by the city.

B) **General:** In consideration of the city providing municipal utility services to the property, I agree:

- i) to timely pay all municipal utility services provided to the property;
- ii) to comply with the city ordinances that govern the use of municipal utility services, as amended; and
- iii) to allow city employees and contractors to access to the property, from time to time, to inspect connections and to access utility meters for repair, replacement and/or service.

C) **Collection of Past Due Amounts.** If I fail to timely pay for any municipal utility services provided to the property, I agree:

- i) the city may take any action at law or in equity to collect unpaid charges, penalties, and fees (collectively, "delinquent charges");
- ii) the city may assess delinquent charges pursuant to Chaska Ordinances, Chapter 8, Section 15 (a), and certifying such amounts to the Carver County Auditor for collection as real property taxes, in which case my landlord may seek reimbursement from me;
- iii) the city may use my deposit to pay delinquent charges; and
- iv) I will pay all attorneys' fees and court costs the city incurs to collect delinquent charges.

D) **Data.** Pursuant to Minnesota Statutes § 13.05, Subd. 4(d), I voluntarily consent to the city using and releasing utility account data (e.g., name, address, billing, and payment data) as described in the Chaska Public Utilities Data Privacy Notice ("Privacy Notice") printed on the back of this contract or separately provided to me. I release the city from all liability arising from the use or release of such data pursuant to this consent.

E) **Termination.** This contract shall remain in effect until I request the city's utility billing department to discontinue service or the city terminates the contract. The city may terminate this contract and stop service at any time if there are delinquent charges associated with the account for the property or if the city determines any information provided by me is false.

F) **Expiration of Lease.** If my lease expires or terminates, I agree to provide the city with prior notice. New tenants must return an executed contract for municipal utility services to the city within 10 days of starting a new lease or the city may disconnect services in compliance with applicable law.

Signature: Date:

Secondary Signature: Date:

Utilities will be disconnected unless an executed contract is returned within 10 days of start.

Chaska Public Utilities Data Privacy Notice

(Tennessee Warning)

In connection with providing municipal utility services, the City of Chaska (the “city”) requires customers to supply data that may be classified as private, nonpublic, or confidential under the Minnesota Government Data Practices Act (Act). This notice describes how the city may use and disclose utility account data. References to “you” and “your” in this notice refer to the person applying for municipal utility services.

1. Purpose of Data Collection and Intended Use. Your data will be used to: i) confirm your identity; ii) process your application; iii) determine your credit status for receipt of services; iv) provide products and services; v) communicate with you; vi) respond to your questions; vii) provide customer support; viii) schedule or respond to maintenance or service calls; ix) collect monies owed for the services or equipment provided; x) protect against fraud, unauthorized transactions, and claims; xi) operate, evaluate, and improve services provided; xii) administer customer participation in events, utility programs, surveys, promotions, rebates, and assistance; and xiii) provide information to title companies and professionals in connection with the transfer of property including, but not limited to, the disclosure of outstanding charges for utility services provided to a property.

2. Rental Properties. If municipal utility services are provided to a rental property and you are a landlord, the city may provide your data to tenants of the property. If you are a tenant, (i.e., the utility account is in your name as tenant), the city may provide your data to your landlord or management company.

3. Right to Refusal; Consequence. You may refuse to provide private, confidential, or nonpublic data to the city. If you do not provide the requested data, however, the city will not process your application or provide municipal utility services.

4. Other Entities Authorized to Receive Data. Data you provide may also be accessible to: i) you and persons who have your express written consent to access the data; ii) city officials and staff who reasonably require access to your data to perform their work duties or responsibilities; iii) credit and collection agencies to determine ability to pay and to collect delinquent charges; iv) state agencies such as the Minnesota Department of Commerce; v) title companies and professionals in connection with the transfer of property to which utilities have been provided; and vi) outside vendors contractually required to keep the data confidential including, but not limited to, billing and credit card processing, energy consultants, rebate providers, and energy assistance agencies. Further, under federal and state law your data may be accessible to: i) law enforcement in connection with an investigation; ii) schools compiling pupil census data; iii) public child support authorities to establish or enforce child support; and iv) any other person when use of the data directly advances the general welfare, health, or safety of the public.

Each person signing below acknowledges that he/she has read this notice and consents to the release information and data for the purposes described above.

| | |
|----------------------|-------|
| Signature: | Date: |
| Secondary Signature: | Date: |