

AGREEMENT FOR ELECTRIC SERVICE



This agreement made this _____ day of _____, _____, between Harney Electric Cooperative, Inc. (hereinafter called the "Seller") and _____ (hereinafter called the "Member" or "Consumer") who/which is an entity described as INDIVIDUAL, HUSBAND and WIFE, CORPORATION, PARTNERSHIP, LLC, GOVERNMENT AGENCY, or OTHER entity.

Whereas, Seller will have electric power and energy available for sale at Member's premises as soon as certain electric lines and facilities are constructed or transformer is reconnected:

Now, therefore, the parties agree as follows:

Seller agrees to sell and deliver to Member, and Member agrees to purchase and pay for electric power and energy sufficient to operate RESIDENTIAL, STOCKWELL, COMMERCIAL, IRRIGATION _____ HP, service commonly known as _____ upon the following terms and conditions:

1. SERVICE CHARACTERISTICS

- A. Service hereunder shall be _____ phase, approximately _____ volt, with _____ KVA transformer capacity. (For multiple services, see attached.)
- B. Member/Consumer agrees not to use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and agrees that electric power and energy purchases from Seller will not be resold.
- C. Seller shall furnish power to the meter that will be installed by and remain the property of Seller. Member shall provide and maintain all necessary equipment on its side of the meter and shall install capacitors and other equipment if directed to do so by Seller.
- D. Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through act of God, or the public enemy, or by accident, strikes, labor trouble, or by action of the elements, or inability to secure rights-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefore.
- E. Member agrees that Member shall not, under any circumstance or in any manner or way whatsoever, interfere with or alter the meter or any other equipment or facility owned by Seller.

2. PAYMENT

- A. Member/Consumer shall pay the Seller for services hereunder at the uniform rates adopted by the Seller from time to time for this class of Member service. Notwithstanding any provision of the schedule and irrespective of Member's requirements, the Member shall pay to the Seller not less than \$_____ ANNUALLY MONTHLY for service or for having service available hereunder during the term hereof; provided, that Seller shall make available electric power and energy hereunder on or before _____, _____ or when said power is available. (For multiple services, see attached.)

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- B. The initial billing period shall start at the time service is first constructed or made available. The foregoing minimum charge shall be prorated on the basis of the ratio that the number of months service is available or furnished hereunder during the initial season bears to the number of months in said season. The minimum amount of billing must be paid for in full at the time service is constructed or made available.
- C. Bills for service hereunder shall be paid at the office of the Seller in accordance with the schedule, policy, and conditions as may be set from time to time by the Board of Directors. If Member shall fail to pay any such bill, Seller may discontinue service without notice or as required by law. All established/applied agreed monthly or annual basic charges will remain in effect; and, all services must be paid, whether disconnected or not, while service is in place unless an applicable written agreement states otherwise.
- D. If an action for collection is necessary due to non-payment, Seller shall be entitled to reasonable attorney fees and all reasonable costs associated with such activities.

3. MEMBERSHIP

The Member is or shall become a member of the Seller, shall pay the \$10.00 non-refundable membership fee and be bound by the provisions of the articles of incorporation and Restated By-Laws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

4. RIGHT OF ACCESS

Duly authorized representatives of Seller shall be permitted to enter Member's premises at all reasonable times in order to carry out the provisions hereof and to inspect Seller's facilities.

5. TERM

This agreement shall become effective on the date first above written, and shall remain in effect for a period of _____ year(s) from the date of this agreement to ____ / ____ / ____ or thereafter until service is retired. (For multiple services, see attached.) The minimum billing period for service shall be as indicated above and will continue thereafter on a year-to-year basis depending on whether or not service is connected. Should Member sell the property served during the 5 year minimum term, Member may be responsible to pay all or remaining minimums in advance prior to reconnection of the service.

In witness whereof, the parties hereto have executed this agreement as of the date first above written.

HARNEY ELECTRIC COOPERATIVE, INC.

MEMBER/CONSUMER (Print)

GENERAL MANAGER

MEMBER/CONSUMER (Signature)

Meter #_____

*

PROPERTY OWNER (Signature, if not Member/Consumer)

Pole #_____

MAJOR MORTGAGE HOLDER (If applicable)

*As PROPERTY OWNER, or other guarantor, it is understood that by signing this form, the PROPERTY OWNER is obligated to pay all charges for the services listed above, in the event that MEMBER/CONSUMER does not.