

# Clearwater Power Company Electrical Service Agreement

This **Agreement** made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the CLEARWATER POWER COMPANY, hereinafter called the **COOPERATIVE**, and \_\_\_\_\_, hereinafter called the **MEMBER**. The COOPERATIVE agrees to sell and deliver to the MEMBER, and the MEMBER agrees to purchase and receive from the COOPERATIVE, all of the electric power and energy (Service) which the MEMBER may need at (equipment map location) \_\_\_\_\_ to be used for \_\_\_\_\_ service: it being understood, however, that the COOPERATIVE may limit the amount of Service to be delivered to the MEMBER, when, in the opinion of the COOPERATIVE, such limitations must be imposed in order to meet the requirements of all Members of the COOPERATIVE or such limitations result from circumstances beyond the control of the COOPERATIVE.

## 1. SERVICE CHARACTERISTICS

The Service hereunder shall be alternating current, \_\_\_\_\_ phase, 60 cycles, \_\_\_\_\_ volts.

## 2. TERM OF AGREEMENT AND PAYMENT

(A) This Agreement shall become effective on the date Service is first made available hereunder by the COOPERATIVE to the MEMBER, and shall remain in effect for a period of \_\_\_\_\_ years and thereafter until terminated by either party.

(B) The MEMBER shall pay the COOPERATIVE for Service hereunder:

(i) at the rates, and upon the terms set forth in the applicable rate schedule and any revisions thereof, which includes a Facilities Charge provided for in such schedule, but regardless of the amount of Service used by said MEMBER, such MEMBER shall pay a Minimum Annual Charge of \$ \_\_\_\_\_ for such services.

(ii) the MEMBER has paid the COOPERATIVE the sum of \$ \_\_\_\_\_ prior to the start of construction. This is payment in full of all charges under the COOPERATIVE's Line Extensions Policy (Policy Bulletin No. 69) and is non-refundable.

(C) MEMBER acknowledges that the COOPERATIVE may, in accordance with policies adopted or changed from time to time by its Board of Directors, discontinue electric service under this Agreement if MEMBER fails to pay any account billed for electric service rendered to MEMBER whether such unpaid account is for Service rendered to MEMBER under this Agreement, for service rendered to MEMBER which is billed under a separate or different account or for service rendered to MEMBER under a separate contract between the MEMBER and the COOPERATIVE.

## 3. MEMBERSHIP

The consumer shall become a MEMBER of the COOPERATIVE, shall be bound by the provisions of the COOPERATIVE's Articles of Incorporation, Bylaws, and Policies and Procedures as may, from time to time, be adopted by the COOPERATIVE.

## 4. SUCCESSION AND APPROVAL

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto, including, but not limited to, any other person, whether or not a Member of the COOPERATIVE, other than the MEMBER signing this Agreement, who receives Service from the COOPERATIVE at the above-described location under the provisions of this Agreement.

The parties further specifically agree that this Agreement shall be deemed to be a covenant running with any real property interest, and a condition running with any personal property interest of the MEMBER in the above-described location, and that as either a covenant or condition, this Agreement shall be binding upon any successor or assignee of the MEMBER's interest in and to the above-described location whether said interest be real or personal.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

**MEMBER**

**COOPERATIVE**

\_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ Work Order # \_\_\_\_\_

Title \_\_\_\_\_ Service Map Loc \_\_\_\_\_ Account # \_\_\_\_\_