

Fall River Rural Electric Cooperative
1150 N 3400 E
Ashton, ID 83420
Member # _____
Location # _____
WO # _____

AGREEMENT FOR ELECTRIC SERVICE –

This agreement, made this _____ day of _____, 2022 between Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, of Ashton, Fremont County, Idaho 83420, hereinafter called "Seller" and

_____ of _____ hereinafter called "Consumer", WITNESSETH:

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase from Seller, upon the terms and conditions hereinafter set forth, up to 25 kilowatts of electric power and energy for the use upon, and connection with, the following described property located in the COUNTY OF _____, STATE OF _____, to wit:

Section _____, Township _____, Range _____, of the _____ Meridian, described further as follows:

Legal Description: _____

Physical Address: _____

1. SERVICE CHARACTERISTICS AND INDEMNITY. (a) Service shall be alternating current, single phase, three wire, sixty cycles, 120/240 volts.

(b) The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement for any other electrical source of power and shall not sell electric power and energy purchased hereunder.

(c) The Consumer shall cause all premises covered by this agreement to become and remain wired in accordance with all applicable wiring codes.

(d) The Consumer shall be responsible for and shall indemnify the Seller against any injury, loss or damage resulting from defects in, or improper use or maintenance of the Consumer's premises, wiring or any other apparatus connected thereto. In no event shall the responsibility of the Seller extend beyond the point at which the Consumer's service wires are attached to the Seller's point of metering.

2. PAYMENT. (a) Consumer shall pay the Seller for service hereunder, at rates and upon terms and conditions set forth in the applicable rate schedule, regardless of any provision of the schedule, and irrespective of the Consumers requirements.

(b) The initial billing period shall start when Consumer begins using electric power or 60 days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

(c) The Consumer agrees that if, at any time, Seller adopts approved rate changes, followed by a new schedule which may be mailed to Consumer for each rate change, the Consumer shall thereafter pay for service hereunder according to said new schedules, including new annual minimum charges.

(d) Bills for service hereunder shall be paid to the Seller. Such payments shall be due upon receipt of the Seller's billing and shall become delinquent after due date on the statement.

(e) All bills rendered for service hereunder shall be accruing liens upon the hereinabove-described real property, enforceable as general liens under the laws of the state where said real property is located; and all covenants and agreements contained in this agreement, including the covenant of the Consumer to pay all bills for service hereunder, shall constitute covenants running with the title to said above-described property, providing a fully executed copy of this agreement has been recorded in the county where said property is located.

(f) Subsequent owners and encumbrancers, other than those who have actual notice, shall be charged with constructive notice of only those charges, and accruing interest thereon, which have been set forth in a certification by a representative of the Seller, which also sets forth the name of the person or entity incurring the charges, and the legal description of the real property charged.

(g) In addition to any other remedies Seller has to collect for services rendered hereunder, and in connection therewith, or independently thereof, if the Consumer shall fail to make any such payment after such payment is due, the Seller may discontinue service to the Consumer according to the appropriate disconnect policy or as per notice given on the monthly billing, and Consumer specifically understands and agrees that such discontinuance of service pursuant to the provisions of this agreement may occur at a time when operations of all types and kinds are in progress, and that persons and other real and personal property using said electric energy may be adversely affected by such discontinuance of service.

Furthermore, such discontinuance of service shall not relieve the Consumer of any of its obligations under this agreement. Once service has been discontinued, regardless of who might request service, Seller shall not be obligated to thereafter resume service to said real property until all bills for service hereunder, together with accrued interests and costs, including reasonable attorneys' fees, if necessary, have been paid in full.

Notwithstanding any other provision in this agreement, it is specifically understood and agreed that before Seller shall energize any facilities, Seller may require that Consumer deliver to the Seller a valid letter of credit or letter of guarantee, acceptable to Seller, by a responsible financing institution in behalf of Consumer, or cash deposit, guaranteeing Seller, in advance of the furnishing of services that all bills for the electric energy and minimum charges incurred by the provisions of this agreement, shall be paid by the due date as is set forth on the rendition of the bill by the seller, or on the next business day, if the stated due date falls on a holiday, a Saturday, or Sunday. Failure to produce such letter shall be grounds for refusal on the part of Seller to furnish electric energy to Consumer.

3. Membership. The Consumer shall become a member of the Seller prior to receiving electric service from the Seller, shall abide by the provisions of its Articles of Incorporation and By-laws, and shall be bound by such statements of policy, rules and regulations as may from time to time be adopted by the Seller.

4. Continuity of Service. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, Seller shall not be liable therefore or for damages caused thereby.

5. Right of Access. Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. Term. This agreement shall become effective on the date first above written and shall remain in effect until One year(s) following the start of the initial billing period, and shall continue thereafter until terminated by either party giving to the other two months' notice in writing.

7. Costs of Facilities to Provide Service. (Use applicable alternatives) Costs of constructing facilities to provide services to Consumer shall be governed by the provisions of Seller's "Line Extension Policy" (General Policy No. 402). Said policy may be amended from time to time by the Board of Directors of Seller. (a) Contribution in Aid of Construction. The Consumer shall pay to Seller the estimated contribution in aid of construction as quoted by Fall River's Engineering Services Representative as an advance on construction of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Upon completion of the work the seller will either refund contribution in aid of construction if actual costs are less than the estimated costs or will bill the Consumer for costs to construct which exceeded the estimated costs". (As per General Policy No. 402)

(b) Proportional Share. Portions of a Consumer's contribution in aid of construction may be refunded if or when additional line(s) or consumer(s) are added to these facilities, all pursuant to Seller's said "Member Service and Line Extension Policy". (General Policy No. 402

8. Attorneys' Fees. Consumer agrees to pay all costs and reasonable attorneys' fees incurred by Seller in enforcing the provisions of this agreement and particularly in the collection of all sums charged by Seller for services rendered to Consumer.

9. 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; in, the above-described property.

IN WITNESS WHEREOF, the parties hereto, having read this agreement in its entirety and fully understanding its contents, have executed the same, all as of the day and year first above written.

FALL RIVER ELECTRIC COOPERATIVE, INC.

BY: _____
President

ATTEST: _____
Secretary

I acknowledge that I have read the within agreement fully and understand its contents to my satisfaction. I have received a copy of the By-laws and the current rate schedule. I hereby agree to the terms and conditions set forth in the within agreement.

By: _____

By: _____

Title: _____
(Consumer/Owner, President, Partner)

Title: _____
(Consumer/Owner, Secretary, Partner)

(INDIVIDUAL NOTARY)

STATE OF _____)ss
COUNTY OF _____)

On this _____ day of _____, 2022 before me, _____, a Notary Public in and for said State, personally appeared _____, and PROVED TO ME on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge to me he (they) executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and seal the date last (above written).

Signature of Notary Public

Notary Public for the State of _____
Residing at _____
My commission expires _____

(COOPERATIVE CERTIFICATION)

STATE OF Idaho _____)ss
COUNTY OF Fremont _____)

On this _____ day of _____, in the year of 2022, before me, the undersigned, A Notary Public in and for said State, personally appeared Georg Behrens, known to me to be the President of the Fall River Rural Electric Cooperative, the corporation whose name is subscribed to the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public
Residing at _____
My commission expires _____