

WISE ELECTRIC COOPERATIVE, INC.

ELECTRIC SERVICE AGREEMENT-NEW INSTALLATION (cont.)

The undersigned ("Member") hereby makes application and agrees to purchase electric service from WISE ELECTRIC COOPERATIVE, INC. ("Cooperative") upon the following terms and conditions:

SERVICE: The Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Member's service location. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and the Cooperative's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICE LOCATED IN DECATUR, TEXAS. Any tariff provision (including rates) may be changed by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative.

PAYMENT: Member agrees to purchase and pay for electric service in accordance with Cooperative's tariff. Periodically, Cooperative will render to member a statement of services rendered. Member agrees to pay the total amount shown on such statement with Sixteen (16) days from the date rendered. Payment shall be made to Cooperative offices in Decatur, Texas or Bowie, Texas.

DEPOSIT: Member will be required to pay a deposit on service requested in this agreement subject to provisions of Rule 052.02.04.045 of the Public Utility Commission of Texas. Such deposit, if held by the Cooperative shall be held subject to the terms and conditions of said rule.

TERM: This electric service agreement shall continue in force for an initial term of years from the date service is made available by the Cooperative to the Member. After the initial term, this agreement may be terminated by either in accordance with the tariff of the Cooperative.

MINIMUM AND RATE SCHEDULE: Member will pay a bill of at least per month regardless of the number of kilowatt hours consumed based on Rate Schedule .

INITIAL HERE TO ACCEPT RATE SCHEDULE _____

BREACH: Upon failure to make payment or perform any obligation under this agreement, the Cooperative shall have the right to discontinue service as well as such remedies as may be provided by law. The Cooperative's LIABILITY IS LIMITED as provided in it's tariff.

MEMBER'S INSTALLATION: Member warrants that his or her installation (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electric Safety Code of the American Standards Association as well as applicable laws or ordinances.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties and supercedes all prior agreements between Member and Cooperative for the service herein described. Member agrees that the Cooperative, its agents or employees have made no representations, promises, or any inducements, written or verbal, which are not contained herein.

AMORTIZATION OF LINE EXTENSION COST: In addition to the minimum charge stated in the applicable rate schedule, Member agrees to pay \$_____ per month during the initial term of this agreement to amortize line extension costs.

AID TO CONSTRUCTION: Member shall make a non-refundable Contribution in Aid of Construction in the amount of \$_____.

Member agrees to pay a \$25 membership fee to grant to the Cooperative at it's request the reasonably necessary rights, privileges, and easements to construct, operate, replace, repair, and perpetually maintain on the property owned or leased by the Member, and in or upon all roads, streets, or highways abutting said property, its line or lines for the transmission or distribution of electric energy and will execute and deliver to the Cooperative any conveyance, grant, or instrument which the Cooperative shall deem necessary for said purposes or any of them. All poles, wires, and other facilities including any main service entrance equipment installed on the premises described in this application, at the Cooperative's expense, shall at all times be the sole property of the Cooperative and the Cooperative shall have the rights of ingress and egress to said property over the lands owned or leased by Member to repair and service and upon discontinuance of service for any reason to remove the same.

WISE ELECTRIC COOPERATIVE, INC.

POLICY NO. 52

SUBJECT: STRUCTURES PLACED OR CONSTRUCTED UNDER OR OVER POWER LINES

To avoid risks to life, bodily harm and suffering, and financial liabilities, the Cooperative will comply with mandatory requirements established by Federal, State, and local laws and the orders and regulations of administrative bodies relating to safety standards and practices regarding the placement of structures within the vicinity of an electric power line, either overhead or underground.

- A. At the time Cooperative representatives meet with the applicant for electric service to determine the routing and placement of the electric facilities, the applicant will be advised of the following and requested to sign an agreement stating:
1. No structure will be located within the proximity of the power line, either overhead or underground, in violation of the safety clearance code.
 2. If a structure should be so located without proper clearance, consumer will:
 - a. Relocate at his/her own expense the structure so that safe and adequate clearance between the structure and power line is established; or
 - b. Pay the full cost to the Cooperative for the relocation of the electric power line and electrical facilities.
 - c. No structure shall be located above underground power lines which shall in any way interfere with the Cooperative's access to those lines.
 3. Refusal to comply with the above provisions may result in **disconnection** of electric service by the Cooperative as provided in Section III of the Cooperative's Service Rules and Regulations filed with the Public Utility Commission of Texas.
- B. Existing services, when known to be in violation of this policy, will be contacted, informed of the serious safety hazard that exists and advised of the above options.
- C. New services in violation of this policy will not be connected until the violation is corrected.

DATE:

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COOPERATIVE REPRESENTATIVE:

CUSTOMER'S PRINTED NAME:

CUSTOMER'S SIGNATURE:

Approved: November 24, 1982

Revised: August 30, 1984