

ELECTRIC SERVICE CONTRACT

Agreement made _____ day of _____, 20__ between the Bayfield Electric Cooperative, party of the first part, hereinafter called the "Seller" and _____ Owner of the premises, hereinafter called the "Consumer", WITNESSETH: That is consideration of the agreements of the parties herein set forth, the parties contract as follows:

1. CONSTRUCTION OF FACILITIES:

The Seller agrees to construct maintain, own and operate a rural line extension including transformer, protective devices, service drop and a meter of such capacity as may be necessary to supply electric energy to the consumer. Said energy shall be available for the consumer's use at his MONTHLY located and described as follows:

2. PAYMENTS:

The Consumer shall pay the Seller for service hereunder at each point of delivery at the rates and upon the terms and conditions set forth in Schedule 1 attached to and made a part of this agreement. Notwithstanding any provisions of the Schedule, however, the minimum charge per year for the point of delivery shall be \$360.00.

The above rates are net for payments to the Seller of such amounts within ten days from the date of billing to the Consumer and for late payments there shall be added to the total net bill the penalty as applicable under the current rate schedule.

3. CONTINUITY OF SERVICE:

The 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 inability to secure right-of-way easements, or any other cause beyond reasonable control of the Seller, the Seller shall not be liable therefore.

4. FAILURE TO ENFORCE:

The failure of either of the parties hereto in enforce, from time to time, the strict performance of any of the covenants and agreements herein contained, or the waiving from time to time of a default on the part of either of the parties hereto, shall not be construed as a waiver of any continuing or subsequent defaults, nor impair the right of either of the parties hereto subsequently to require the strict performance of each and every covenant, agreement and undertaking herein contained.

5. CLEARING OF THE RIGHT-OF-WAY:

The Consumer agrees that prior to the construction of said line he will provide to the Seller at his sole cost and expense a suitable cleared right-of-way. At the customers request, and upon his agreement to reimburse the company for its expense in connection therewith, the company will undertake to provide such right-of-way.

6. MAINTENANCE:

The Consumer agrees to permit the Seller to erect the said line on the highways adjoining the property described herein, and from such highways to a suitable distribution center on the customer's premises to do the necessary tree trimming and spraying, to set anchors where necessary, and to do or install such other things as may be conducive to the efficient and safe operation, removal or repair of any and all of the Seller's equipment located thereon.

7. TERMS:

The agreement shall become effective on the date service is first available hereunder by the Seller to the Consumer, and shall remain in effect for a minimum period of 5 years and thereafter until terminated by either party giving the other 1 month in writing. The Consumer agrees to pay the minimum charge for the period of this contract even though the Consumer discontinues use of electric energy. In the event that the premises described in this agreement are sold, the Consumer agrees to convey the same subject to the rights granted by the company hereby.

8. SUCCESSION:

THIS AGREEMENT, INCLUDING THE RULES AND REGULATIONS OF THE seller shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns, and shall continue in full force from the date service is available and from year to year thereafter, subject to the rates, rules and requisitions then in effect.

BAYFIELD ELECTRIC COOPERATIVE BY:

CONSUMER (OWNER)

NOTARY PUBLIC.....

COUNTY.....

STATE.....

MY COMMISSION EXPIRES