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**ELECTRIC SERVICE CONTRACT**

This Electric Service Contract (“Contract”) is made effective the       day of       , 20  , by and between Bayfield Electric Cooperative ("BEC") and the undersigned member-owner(s) of the premises to be served (“Consumer”).

1. **CONSTRUCTION OF FACILITIES:** BEC agrees to construct, maintain, own and operate a rural line extension including transformer, protective devices, service drop, and meter of such capacity as may be necessary to supply electric energy to Consumer. Energy shall be delivered to the meter and available for Consumer's use at the premises located at       in the Town of       , County of       , Wisconsin (“Delivery Point”).
2. **PAYMENTS:**
3. **Monthly Service.** Consumer shall pay BEC for service hereunder to the Delivery Point at the rates and upon the terms and conditions set forth in BEC’s Rate Schedule, incorporated as part of this Contract by reference (“Rate Schedule”). Notwithstanding Consumer’s usage or non-usage of electricity, the minimum monthly charge shall be the facilities charge set forth in the Rate Schedule. Invoices for service hereunder shall be delivered by first class mail to Consumer’s billing address. Payment according to the invoice shall be due within ten (10) days of the date of billing to the Consumer. Late payments shall be subject to applicable charges and penalties under BEC’s policies of general application.
4. **Contribution in Aid of Construction.** Upon execution of this Contract, Consumer shall make a non-refundable payment to cover the cost of any applicable new line construction according to BEC’s Line Extension Policy 100.9. Such costs, if applicable, are identified on an attached calculation of costs and incorporated by reference herein.
5. **CONTINUITY OF SERVICE:** BEC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. BEC does not guarantee the delivery of adequate, continuous or non-fluctuating electric service, and shall not be liable for damages, costs, or expenses, including attorneys’ fees or other legal expenses caused by inadequate, noncontinuous or fluctuating electric service, unless such damages are caused by BEC’s negligence or willful misconduct. BEC’s responsibility and liability for providing service terminate upon the delivery of service to the member.
6. **RIGHT-OF-WAY CLEARING:** Prior to the BEC’s construction facilities, Consumer shall provide, at Consumer’s sole cost and expense, a suitable cleared right-of-way. At Consumer's request, and upon Contract to reimburse BEC for its expense in connection therewith, BEC will undertake to provide such cleared right-of-way.
7. **LINE MAINTENANCE:** Consumer agrees to permit BEC to access Consumer’s premises to perform all necessary tree trimming and spraying, to set anchors where necessary, and to install, maintain and inspect such facilities as BEC deems necessary for the efficient and safe operation, removal or repair of any and all of BEC's equipment located thereon.
8. **Additional Security for Consumer Obligations:** To secure the Consumer’s performance of its obligations to BEC under this Contract, BEC shall have a continuing lien against the patronage capital allocated and credited to Consumer for any indebtedness due and owing from Consumer to BEC and such indebtedness to the extent of such capital so allocated and credited upon which the BEC has a lien shall not be extinguished by bankruptcy of Consumer or lapse of time, but shall be set off against any capital allocated and credited to Consumer in any retirement thereof made hereunder to Consumer.
9. **NO WAIVER:** The failure of either parties hereto to enforce the strict performance of any of the covenants and Contracts herein contained, or the waiving 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, Contract, and undertaking herein contained.
10. **TERM; SUCCESSION:** This Contract, including the applicable Rate Schedule and rules and regulations of the Board of Directors of BEC 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 regulations then in effect.

Dated as of the day and year first written above.

 BAYFIELD ELECTRIC COOPERATIVE

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONSUMER:

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Date Signature

 Print Name

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Date Signature

 Print Name