

**Deaf Smith Electric Cooperative, Inc.
Procedure Sheet For New Irrigation Load**

DSEC employees will do engineering and scheduling analysis of the proposed load requirements of the attached new meter agreements. The Consumer will be contacted by DSEC personal within a two-week period with an answer as to whether the Cooperative has the capacity to serve this proposed load at this time.

Members Signature

Date

- Sent for evaluation
- Approved Denied

Evaluated by: _____

Consumer contacted: _____

Released for staking

Estimated staking date _____

Sketch

**DEAF SMITH ELECTRIC COOPERATIVE, INC.
IRRIGATION METER AGREEMENT**

The purpose of this agreement is to serve as an addendum to the Master Electric Service Agreement currently in force between the Deaf Smith Electric Cooperative, Inc. (the "Cooperative") and the undersigned (the "Member" and/or the "Landowner").

1. Pursuant to the Master Electric Service Agreement and the terms and conditions set forth herein, the Cooperative agrees to provide electric utility service to the location set forth below and Member agrees to pay for service.
2. Member represents that the service received from the meter, the subject of this agreement, will be for irrigation only.
3. This agreement shall continue in force for an initial term of five (5) years from January 1st of the elected beginning year. After the initial term this agreement may be terminated by either party giving notice. The Member may elect to start the term on January 1st of the year in which this agreement is executed or on January 1st of the following year.

Members beginning date selection: Year: _____ Initialed by Member _____

4. Member agrees to the following fees, charges, and payments:
 - A. Deposit: _____
 - B. **Annual Minimum: \$20 per horsepower per year**. (*Exclusive of Power Cost Recovery and Collectible whether or not this service is connected*).
 - C. **Term: Five years.**
 - D. Aid to Construction: _____
 - E. Connect Fee: _____
 - F. Reconnect Fee: _____
 - G. Trip Fee: _____
5. Rate Applicable for type of service covered by this agreement will be **3A**
6. All rates, fees, charges, and payments are subject to changes in the Cooperative's tariff.

Member signature

Member Account Name

Date: _____

Address

City State Zip

DSEC Authorized Employee

Telephone Number

I understand that my guarantee is a condition precedent to the establishment of this service and I hereby agree to guarantee performance of this agreement by this Member or any subsequent Member taking service at this location. This agreement's minimum requirements are assignable to others during the stated term.

Landowner **(Required)**

Address

City State Zip

Telephone Number

SERVICE INFORMATION:

Map No: _____ HP: _____ Type: _____

Phase: _____ Voltage: _____ Breaker No: _____

Line Section: _____ Sub: _____ Feeder: _____

Consumer Phase: _____ Route Seq. No.: _____ W.O. No.: _____

Security Light Size: _____

Remarks: _____

W.O. Link _____

DEAF SMITH ELECTRIC COOPERATIVE, INC.
P.O. BOX 753 - (806) 364-1166
HEREFORD, TEXAS 79045-0753
TEXAS SALES TAX EXEMPTION CERTIFICATE

Name of Purchaser, Firm or Agency		
Address (Street & Number, PO Box or Route Number)	Phone(Area Code and Number)	
City, State, Zip Code		
I, the purchaser named above, claim an exemption from payment of sales taxes for the purchase of taxable items described below:		
<p>Description of items to be purchased: ELECTRICITY</p> <p>Purchaser claims this exemption for the following reason: (Please check applicable box)</p> <p><input type="checkbox"/> Agricultural operation, not including an office or shop. Account #: _____</p> <p><input type="checkbox"/> Manufacturing Meter #: _____</p> <p><input type="checkbox"/> Extracting and/or transporting a mineral from the earth. Map #: _____</p> <p><input type="checkbox"/> Other (Please Specify) _____</p> <p>I understand that I will be liable for payment of Sales Tax which may become due for failure to comply with the provisions of the State, City and/or Metropolitan Transit Authority Sales and Use Tax Laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for the taxable items purchased.</p> <p>I understand that it is a misdemeanor to give an Exemption Certificate to the seller for taxable items which I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that upon conviction may be fined not more than <u>\$500</u> per offense.</p>		
Purchaser	Title	Date

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

DEAF SMITH ELECTRIC COOPERATIVE, INC.

HOLD HARMLESS AGREEMENT

This agreement made and entered into the _____ day of _____, 20____, by and between DEAF SMITH ELECTRIC COOPERATIVE, INC., hereafter called "Cooperative", and _____, hereafter called "Consumer".

The above Consumer has requested that the Cooperative install an overhead or an underground electrical line upon Consumer's premises located approximately:

_____ ; and, the Cooperative has agreed to make such overhead or underground installation provided that the Consumer will hold harmless the Cooperative from any damages done to underground facilities. In the event that the underground line is a HIGH PRESSURE GAS LINE or a FIBER OPTICS COMMUNICATION LINE, the Consumer will expose or have exposed to view the underground lines.

The parties agree and contract as follows:

For and in consideration of the installation of overhead and underground electrical line, the Consumer agrees to be responsible for and pay all damages incurred to underground facilities upon premises and to hold harmless the Cooperative from the payment and repair thereof. Consumer agrees to designate the location of overhead and underground electrical line in an effort to minimize such damages. The Cooperative agrees to use due diligence in the installation of electrical lines.

DEAF SMITH ELECTRIC COOPERATIVE, INC.

By: _____
Qualified Employee

By: _____
Consumer

Deaf Smith Electric Cooperative

Service Interruption Agreement - Irrigation

Applicable to: Irrigation pumps, over 10 HP, providing water for crop irrigation and having service initiated after November 1, 2007.

During the months of July and August, Deaf Smith may interrupt irrigation pump service when the Cooperative believes that extreme loading conditions or demand costs should be avoided by interruption of irrigation service.

A Cooperative owned control switch will be installed, at the irrigation service location, by the Cooperative or an authorized agent in such a manner as to become part of the circuit controlling the pump motor. This control switch shall be sealed or locked and shall be opened, adjusted or modified only by Cooperative personnel or other authorized agents. The power supply for the remote control switch shall be obtained from the customer's metered power serving the pump motor controls. The customer shall exercise reasonable diligence in preserving the integrity of the equipment installed for load control. Normal wear and failure will be the responsibility of the cooperative but repairs for repeated vandalism or extraordinary damage to the equipment will be billed to the customer.

Member warrants that neither they nor any of their agents, employees, tenants, invitees, officers, owners, successors, assigns, or heirs will sue for damages or other relief or in any way assist in any efforts by others to sue, or interfere with Cooperative's operation of the control switch to be installed by the Cooperative and further releases the Cooperative for any damages relating to the operation of such switch.

Deaf Smith Electric Cooperative will make every effort to minimize interruption days and durations. Interruption notices will be posted by 10:00 am each day on Deaf Smith Electric Cooperative's web site, (<http://www.dsec.org>), during July and August. These notices will contain information regarding whether an interruption on the current day **IS NOT PLANNED, IS POSSIBLE, IS PROBABLE, or IS CERTAIN**. Alternately, you may call (806) 364-0953 for a recorded message or call our offices during normal business hours to find each day's interruption status.

I understand that this interruption agreement is a condition of acquiring irrigation service from Deaf Smith Electric Cooperative and that any attempt to defeat interruption could be sufficient reason for service disconnection.

Map Number _____

Member _____ Date _____

DSEC Representative _____ Date _____