

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