

## DEAF SMITH ELECTRIC COOPERATIVE, INC.

### MASTER ELECTRIC SERVICE AGREEMENT

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

1. Service. 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 Cooperative's tariff as approved by the regulatory authorization in accordance with the rules of the regulatory authority. 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 OFFICES IN HEREFORD, 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.
2. Classes of Service. The Member may be permitted to separate his residential service from his non-residential service, such as commercial, farm, ranch or other non-residential service, but all non-residential service will be treated collectively for the Member, regardless of the number of separate meters required to furnish the service applied for and used.
3. 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 within sixteen (16) days from its date. Payment shall be made to Cooperative at its offices in Deaf Smith County, Texas.
4. Breach. Upon failure to make payment or perform any obligation under this Agreement, the Cooperative shall have the right to discontinue service in accordance with current tariffs as well as such remedies as may be provided by law.
5. Disconnection for Non-Payment. The Member's utility service may be disconnected if the billing statement has not been paid or a deferred payment agreement entered into within twenty-six (26) days from the date of issuance and if proper notice has been given. The failure of the Member to pay for one type or class of utility service may result in the disconnection of any different type or class of service also included on the same billing statement.
6. Reconnection After Disconnection for Non-Payment. Before any service, residential or non-residential, may be reconnected after it has been disconnected for non-payment of charges, the following requirements must be met by the Member:
  - a. All delinquent charges for service or services included on the same billing statement must be paid, including penalties, interest, reconnect fees, and a trip fee, all payable in advance.
  - b. The Member shall make a security deposit of one-sixth (1/6) of the future estimated annual service or usage charges for that class of service.
7. Establishment of Credit. Unless the Member's credit is established to management's satisfaction or unless the Member has a credit history consistent with the Substantive Rules of the Public Utility Commission of Texas, a deposit must be made, as hereafter provided, before service will be instituted. Credit must be established by credit history with the Cooperative, or by verified credit history with other utilities, or other methods satisfactory to management. A Member who owns the premises for which service application is made may be deemed to have established credit by virtue of such ownership, unless management has knowledge of factors that raise doubts as to the Member's credit-worthiness, such as unsatisfactory credit history.

8. Deposit Where Credit is Not Established.
  - a. Residences Only - With no credit established, a deposit of \$120.00, but not to exceed one-sixth (1/6) of estimated annual billings, is required, plus a trip fee and connect fee, all paid in advance.
  - b. All Other Meter Classes - With no credit established, one-sixth (1/6) of estimated annual usage or less, as negotiated, but not less than \$100.00.
9. 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 Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances.
10. Minimum Payment. Member is obligated to pay a minimum payment per meter at all times receiving service from that meter from the Cooperative. The amount and terms of the initial minimum shall be determined at the time each new service is commenced, shall be set forth on each respective meter agreement, and shall at all times be in accordance with and subject to change by the terms of all applicable provisions of the Cooperative's approved tariff and the rules and regulations of the Public Utility Commission of Texas, as that tariff and those rules and regulations may be amended from time to time.
11. Amortization of Line Extension Cost. In addition to the minimum stated above, Member agrees to pay a monthly charge for the amortization of line extension costs. The amount and terms of such payment shall be determined at the time each new service is commenced, shall be set forth on each respective meter agreement, and shall be consistent with and subject to applicable provisions of the Cooperative's approved tariff and the rules and regulations of the Public Utility Commission of Texas.
12. Aid to Construction. Member shall make a non-refundable contribution in aid of construction in an amount to be determined and set forth on each respective meter agreement.
13. Term. This agreement shall remain in force for so long as Member shall obtain electric service from Cooperative.
14. Limited Liability. The Cooperative's liability for injuries and/or damages to persons or property is limited by the tariff.
15. Refusal of Service. The Cooperative may refuse service, whether first-time service or additional service, based on those grounds set forth in the tariff, including, but not limited to, failure to establish credit or make deposit or the existence of a hazardous condition.
16. Amendment of Agreement. The purpose of this contract is to serve as a Master Agreement and Electric Service Agreement applicable to all services obtained by Member. It is understood and agreed by parties that as of the date of the execution of this agreement it will cover and apply to all services rendered Member by Cooperative including services through meters previously installed by Cooperative. It is also understood and agreed by the parties that this Master Contract may be amended in the future if the Member desires additional services from new or different meter locations. Such amendments will be made by the execution of meter or assumption agreements for each new meter installed for or transferred to Member. It is understood and agreed by the parties that each new or transferred meter by which service is provided to Member shall be covered by the terms of this Master Electric Service Agreement and any amendments made thereto in accordance with this paragraph.

This Master Electric Service Agreement along with all amendments made by meter agreements and including all applicable tariffs constitute the agreement between the Cooperative and the Member.

17. Venue and Jurisdiction. This contract is to be construed pursuant to the laws of the State of Texas and is performable in Deaf Smith County, Texas.

18. NOTICE. I AGREE AND ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW AND STUDY THE TARIFF CURRENTLY IN EFFECT FOR THE COOPERATIVE AND UNDERSTAND THAT THE TARIFF MAY CHANGE FROM TIME TO TIME, THAT A COPY OF THE TARIFF IS ON FILE AT THE OFFICES OF THE COOPERATIVE AT ALL TIMES, AND THAT I HAVE THE RIGHT TO REVIEW THE TARIFF AT ANY TIME DURING NORMAL BUSINESS HOURS OF THE COOPERATIVE.

Dated: \_\_\_\_\_

DEAF SMITH ELECTRIC COOPERATIVE, INC.

By \_\_\_\_\_

Authorized Employee

Member

\_\_\_\_\_  
Social Security Number

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**LANDOWNER'S AGREEMENT:**

As a landowner whose tenant or tenants receive electric service from the Cooperative, I hereby agree to the terms of this Master Electric Service Agreement including the obligation to pay all fees, penalties, services and charges. Before services will be instituted on any meter, I will have the opportunity and obligation to execute a Master Agreement on that meter.

\_\_\_\_\_  
Landowner

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_