

VICTORIA ELECTRIC COOPERATIVE, INC.

ELECTRIC SERVICE AGREEMENT

Member Name and Mailing Address:

Member's Status:

- Corporation
- Individual
- Partnership
- Other _____

Account No. _____

Type of Service:

Service Location

Member's Equipment:

Frequency: 60 Cycle/Sec with

Reasonable variation

- Single Phase
- Three Phase

Delivery Voltage:

- Primary _____ Volts
- 220/480 Volts
- 120/240 Volts
- Other _____

With reasonable variation

Date Service Available

Expiration Date

Maximum Electrical Load

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

1. Service. Cooperative agrees to use reasonable diligence to provide electric utility service (including but not limited to the supply of electric energy) to Member's Service Location at a particular point where electric energy first leaves the line on equipment owned by Cooperative and enters Member's service entrance conductors. When electric energy becomes available Member will purchase all electric energy required to be used at the Service Location from the Cooperative and use such electric energy exclusively for the operation of Member's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the Service Rules and Regulations of the Cooperative. Member understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Cooperative's Service Rules and Regulations. Nothing contained herein shall prohibit Member from using electric energy generated by renewable energy sources (e.g.: solar) in Member's wholly-generating facilities.

2. Payment. Member agrees to pay for electric service in accordance with Cooperative's standard tariff schedules in effect for like conditions of service to the class of service furnished hereunder. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Periodically, Cooperative will render to Member a statement of services rendered. Member agrees to pay the total amount shown on such statement within fifteen (15) days from its date. Payment shall be made to Cooperative at its office in Victoria, Texas.

3. Additional Terms. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, and Cooperative's service rules, regulations and tariffs, including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction. SAID SERVICE REGULATIONS AND TARIFFS ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND ARE ON FILE AND AVAILABLE AT UTILITY'S OFFICES IN VICTORIA, TEXAS.

4. Easements and Right of Access. Customer agrees to grant or to secure for Cooperative, at Member's expense, any rights of way on property owned or controlled by Member and to provide suitable space on such premises for installation of facilities where such rights of way and space are necessary to provide electric service to Member. Cooperative's representatives, employees, and assigns are hereby granted rights of ingress and egress of Customer's premises at all reasonable times for the purpose of inspection of facilities, providing service, and in order to carry out the provisions hereof.

5. Continuity of Service. Cooperative shall use reasonable diligence to provide constant and uninterrupted electric power, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of Cooperative, Cooperative shall not be liable under the provisions of this agreement.

6. Term. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Member and the Cooperative. The contract for electric service shall continue in force for an initial term of _____ years from the date service is made available by the Cooperative to the Member. After the initial term, this agreement may be terminated by either party giving notice.

The initial monthly billing period shall start when Member begins using electric power and energy, or thirty (30) days after service described herein is made available to the Member, whichever is earlier.

7. Breach/Discontinuance of Service. Notwithstanding any other provisions of this agreement, Cooperative may discontinue service if Member has breached any portion of this agreement by failure to make timely payment or otherwise, and Cooperative has given Member notice in accordance with the Service Rules and Regulations of the Cooperative regarding Discontinuance of Service as they may be hereafter amended by order or consent of any Regulatory Authority having jurisdiction.

8. Notice. All notices required to be given under the terms and provisions of this agreement may be given by mailing such notice to the other party by United States mail addressed to such other party as indicated above. The notice shall bear the date of its mailing, and shall be effective on and after such date.

9. Effective Date/Modification. Notwithstanding anything contained herein, this agreement shall not become effective and is not binding until executed by the Utility and Customer. No modification or alteration hereof shall be binding on either party unless reduced to writing and signed by the parties hereto.

10. Waiver. No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.

11. Member's Installation. Member warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the National Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances, and that member's installation will be maintained in such a manner as to conform to such standards.

12. Entire Agreement/Law Governing. This agreement constitutes the entire agreement between the parties and supercedes all prior agreements between Customer and Utility for the service herein described, and Utility, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Customer agrees that it is not relying on any statements not herein contained. This agreement shall be construed and governed in accordance with the laws of the State of Texas.

13. Assignment. This agreement shall not be assigned by Customer except in accordance with the Articles, By-laws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of Cooperative's assigns.

14. Meter Tampering. In the event utility reasonably determines that its meter or equipment has been tampered with or bypassed the Cooperative may disconnect service and/or estimate electric energy consumed. Member agrees to pay such statement or statements reflecting the highest estimated usage of electricity by Member for the longest period time such tampering or bypassing may have continued plus all labor, material and equipment necessary to repair or replace damaged facilities.

15. Minimum Monthly Charge. The minimum charge for each billing period (approximating 30 days) shall be (1) the demand charge or (2) \$ _____, whichever is greater.

16. Contributions in Aid of Construction. Member shall make a contribution in aid of construction to Cooperative in the amount of \$ _____.

VICTORIA ELECTRIC COOPERATIVE, INC.

MEMBER

By _____
Manager or Authorized Employee

By _____
Property Owner Date:

By _____
Tenant Date: