

# North Central Public Power District

## Application and Agreement for Electric Service

The undersigned (hereinafter referred to as the "Customer") hereby applies for electric service and agrees to purchase electric energy to the location described below from North Central Public Power District (hereinafter referred to as the "District"), subject to the following terms and conditions.

1. TYPE OF SERVICE:  New  Existing | Location No. \_\_\_\_\_ Legal: \_\_\_\_\_
2. SERVICE RATE:  1 Ph  3 Ph |  
 Residential  Commercial  Seasonal  Irrigation  Pivot Drive  
 Town/Village  Large Power  Idle

Rate, Terms, rules and Regulations: The Customer shall pay the District for service hereunder at the rates and upon the terms and conditions in the District's Rate Schedule, which may be revised from time to time by action of the Board of Directors. Also, the Customer shall be bound by the provisions of the charter and by-laws of the District and by the rules, regulations and/or policies of the District as may be adopted from time to time by the Board of Directors. If a Customer desires a change of rate or modifies their service conditions, which may place the Customer in a different rate, the Customer must complete a new Application and Agreement for Electric Service and be approved by the District.

Resale: Electric service will be supplied by the District for the sole use of the Customer at the location described above.

3. POINT OF DELIVERY: The point of delivery of the electricity from the District to the Customer shall be the District's meter.

Metering: The District shall furnish the necessary metering socket and watt-hour meter to record the kilowatt hours of energy consumed by the Customer for billing purposes.

Other Equipment: The District's property or equipment on either side of the point of delivery shall not be modified or maintained in any manner by the customer or property owner, or their agents, servants, or employees without the express authority of the District. The Customer will indemnify and hold the District harmless should violation hereof result in injury or damage to any persons or property including, but not limited to the Customer or owner, or their agents, servants, or employees, or third persons.

Diversion of Service: Tampering with or bypassing any meter by persons other than employees of the District is unlawful and punishable as provided by Section 28-515 of the Nebraska Statutes and any amendments thereto.

4. AGREEMENT TERM: For new locations, this agreement shall continue in force for a minimum period of five years and for existing locations this agreement shall be in force for as long as electrical service is consumed by the Customer, or until canceled by giving notice by either party to the other, or until arrangements for service are made by another customer at this location. All former agreements, if any, between the District and Customer at this location are hereby canceled.

Assignment: The parties hereto agree that this agreement, or any interest herein, may not be assigned by the Customer without prior written consent of the District.

5. SECURITY DEPOSIT: According to District policy, the District may require a security deposit from the Customer. Such security deposit, if required, shall be maintained in addition to regular billing payments for service and be paid prior to service being furnished. Security deposits held by the District shall not accrue any interest payable to the Customer.

6. CONTINUITY OF SERVICE: The District will, at all times, exercise care and diligence in operating its system so as to furnish the Customer, as nearly as practicable, a continuous supply of electrical energy. If the District shall be prevented from delivering electrical energy herein contracted for, because of injuries to, or breakdown of, its transmission, distribution or other equipment, or for necessary repairs thereto, or because of acts of God, or the public enemy, strikes, labor troubles, fire, riot, flood, lightning, storm, civil disturbances, war, or the consequences thereof, action of public authorities, litigation, or any act or thing which is beyond its reasonable control, such interruption shall not constitute a breach of this agreement, nor shall a cause of action for damages against the District accrue to the said Customer, provided that the District shall proceed with diligence to restore service as soon as practicable after receiving notice of interruption or failure.
  
7. THIRD PARTY NOTICE: Any customer who wishes to designate a third party to receive notification of discontinuance of service shall provide the District with the name, address, and phone number of such third party (space provided below) and will notify the District of any third party changes.
  
8. EASEMENT AND ACCESS: The Customer as the owner, the owner's agent or lessee shall hereby grant the District the right and easement to construct, operate and maintain on the Customer's premises and upon the public roads adjacent to their premises, its transmission, distribution, and service lines, the right to cut and trim trees, hedges and bushes necessary to keep them clear of the District's electric lines, and agrees to provide access for necessary equipment and personnel for the above purpose. Duly authorized representatives of the District shall be permitted to enter the Customer's or owner's property at all reasonable times to read the meter, and otherwise carry out the provisions of this agreement.
  
9. CONSTRUCTION CHARGES: The Customer may be required-according to District policy to make a contribution in-aid-of-construction for all or part of the costs incurred by the District to build the service. The amount shall be paid before construction begins and cannot be refunded once construction is initiated. All line and equipment installed by the District shall remain the property of the District regardless of the amount contributed by the Customer. In the event that North Central Public Power District builds a line extension at the request of the customer and said customer elects not to utilize the line extension then said customer shall be financially responsible for the entire associated cost of the line extension.

Third Party Notification: Please complete if you wish a third party to be notified before disconnection of service for nonpayment of electric bill.

Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

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

Cell Phone No: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Customer: \_\_\_\_\_

Phone No: \_\_\_\_\_

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

Cell Phone No: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Customer's Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

District's Representative: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement shall inure to the benefit of and be binding upon the successors, assigns, representatives and personal representatives of the parties hereto.