



HILCO Electric Cooperative, Inc. Electric Service Agreement

The undersigned (the "Member") agrees to purchase electric service from HILCO 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 of this Agreement and the Cooperative's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEARIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN ITASCA, TEXAS.
2. **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 office.
3. **Term.** This Electric Service Agreement shall continue in force for an initial term of 5 years from the date service is made available, by the Cooperative to the Member. After this term, either party giving notice may terminate this agreement.
4. **Breach.** Upon failure to make payment or perform any obligation under this Agreement the Cooperative shall have the right to discontinue service as well as such remedies as may be provided by law. The Cooperative's LIABILITY is LIMITED as provided in its Tariff.
5. **Cooperative Line Extension Agreement.** Line extensions to Members are given an allowance in aid to construction. The Member must understand that they are given one year from the time the line is constructed to become a residential, non-residential, or commercial type service and meet the load requirements that has been provided to the Cooperative. In the event this does not occur the allowance will not be given and the Member will be expected to reimburse, the Cooperative, the full amount that was allotted. Your signature on the line below is acknowledgement that you understand the provision of this agreement. The attached load requirement form must be completed with the Member's / Representative's signature as acknowledgement of the allotted allowance, type of service requested, and load requirements.
6. **Lock on Gate.** Member allows Cooperative access to Member's property for electrical purposes. If a gate is now or at any time installed on the property the Member realizes that Cooperative will place a company lock on the chain for access.
7. **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. Member understands that electrical conducted through the Cooperative's facilities may be dangerous and agrees that Member shall not permit any person on Member's premises to contact or come in close proximity to Cooperative's facilities.
8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supercedes all prior agreements between Member and Cooperative for the service herein described. Member agrees the Cooperative its agents and employees, have made no representations, promises, or any inducements, written or verbal, which are not contained herein.
9. **Assignment of Capital Credits.** Member hereby assigns and transfers to the Cooperative the total book value of capital credits in Member's account which are available for retirement and agrees said amount shall become due and payable to the Cooperative one year after it has made a bona fide attempt to pay said amount and has not succeeded in doing so.

Sign: Member / Representative

Print: Member / Representative

Date

HILCO Electric Cooperative Representative

Date

(Below for Office Use Only)

Member : _____

Job Estimate: _____

Service Address : _____

Allowance : _____

W.O. # : _____

Aid to Construction : _____