

CONTRACT FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for electric service from Poudre Valley Rural Electric Association, Inc. (hereinafter called the "Association") upon the following terms and conditions:

1. GENERAL

- a. The Applicant will, when electric energy becomes available, purchase from the Association all electric energy used on the premises described below and will pay for at the applicable rates and terms in accordance with the "Schedule of Rates for Electricity and Rules and Regulations" (hereinafter called the "Rules and Regulations") as may from time to time be filed with the Public Utilities Commission of the State of Colorado by Poudre Valley Rural Electric Association. This contract shall continue in force for a minimum number of years as specified in paragraph 4 © below from the date service is made available hereunder and said contract shall be automatically renewed on a yearly basis until cancelled by at least thirty (30) days written notice given by either party to the other, at the addresses specified herein.
- b. The minimum monthly or annual charge for electric service, regardless of the kilowatt hours consumed, shall be the higher of the following charges:
 - 1) The minimum specified in the applicable rate schedule, or
 - 2) One and one half percent (1 ½%) of the Association's investment per month or eighteen percent (18%) of the Association's investment annually, based upon the actual estimated cost of constructing and installing the line extension and facilities necessary to supply the service, or
- c. The transformer charge specified in the applicable rate schedule. No agent or representative of the Association has the power to amend, modify, alter or waive any of the provisions of the terms of this contract. Any promises, agreements, or representations made by any agent or representative of the Association not herein set forth shall be void and of no effect.
- d. Acceptance of this contract by the Association shall constitute a binding agreement between the Applicant and the Association. This contract will not alter the terms of any other contract between the Applicant and the Association.

2. RESPONSIBILITY

- a. The Applicant will sign separate Application for Service on a form provided and will comply with the Rules and Regulations of the Association. Failure on the part of the Applicant to accept service from the Association or to comply with the Rules and Regulations of the Association, or to perform under the terms and conditions of this contract, shall not relieve the Applicant from making all the payments and performing all the conditions set forth in this contract. In the event the applicant becomes delinquent in any payments, the applicant will forfeit all construction deposits therefore made, and the Association shall have the option to declare all of the remainder of the payments due under this contract immediately due and payable. The Association, at its option and without further notice, may remove all or part of the facilities.
- b. The Association may record this instrument in the office of the County Clerk and Recorder in the County in which the real estate is situated.
- c. This agreement shall be binding upon the successors, legal representatives, heirs, devisees, and assigns of the respective parties hereto.
- d. The Association shall use reasonable diligence to provide the Applicant with a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted or become defective through acts of God, or the public enemy, or by accident, strikes, labor troubles, or by action of elements or inability to secure rights-of-way, or other permits needed, or any other cause beyond reasonable control of the Association, the Association shall not be liable therefore.

3. RIGHTS-OF-WAY

- a. The Applicant hereby grants and conveys unto the Association the right, privilege and easement to construct, operate and maintain the facilities together with right of ingress and egress, including the installation of Association owned locks and/or lock boxes, etc., as may be necessary to extend, maintain and operate this service.
- b. The Applicant hereby gives to the Association without cost or expense, the further right and privilege to cut and trim any trees or shrubbery near said overhead lines supplying the Applicant, so that adequate and proper service may be extended hereunder.
- c. The Applicant further agrees to assist in obtaining needed rights-of-way that may be required to provide service hereunder.
- d. The Applicant acknowledges that he/she has been instructed to disclose locations of underground obstructions. The Applicant agrees to indemnify the Association against loss or damage to underground property of the Applicant or to underground property of others on the Applicant's property. The Association will use reasonable care in locating and digging holes or trenches for poles, anchors or under-ground service but will not be responsible for damage to sewers, water lines or other underground facilities if the exact location of such underground property can not be determined before construction begins.

4. CONTRACT PROVISIONS

- a. Service will be rendered at the Association's standard voltage. The Association's meter shall constitute the point of delivery to the Applicant and the Applicant will own and maintain all poles, wires, equipment and other facilities beyond the point of delivery.
- b. Service to be furnished under this agreement is to be delivered at a mutually agreed point on the Applicant's premises described below:

Legal Description:

Located in _____ Quarter of Section _____ Township _____ N, Range _____ W, of 6th P.M. in the
 County of _____ further described as _____

SERVICE ADDRESS: _____ BUILDING PERMIT NO.: NA

- c. This contract shall continue in force for a minimum of 10 years from the date service is made available.
- d. Type of Service: Permanent Indeterminate Temporary

Describe: RENEWABLE ENERGY GENERATOR. Net-Meter installation- X.X kW Photovoltaic system

Maximum KVA _____ Horsepower _____
 Single Phase Three Phase Overhead Underground

- e. Applicable Rate Schedule NP- 09
- f. The Association hereby acknowledges receipt of the following consideration paid by the Applicant in accordance with the applicable Rules and Regulations:

252.20 Ledger Acct. No. _____ Amount Due: \$ N/A Refundable Yes () No (X)
 _____ Ledger Acct. No. _____ Amount Due: \$ _____ Refundable Yes () No ()

Conditions: INSTALLATION MEETS REQUIREMENTS OF IEEE STANDARD 1547, DOES NOT EXCEED 25 kW IN CAPACITY, HAS LOCKABLE DISCONNECT AT THE METERING LOCATION.

Consumer, as a condition for net-metering with the Poudre Valley Rural Electric Association distribution system agrees to release their system's renewable energy credits (REC's) to Poudre Valley Rural Electric Association for the same time period as defined above in Section 1a. and 4 c.

Social Security Number XXX-XX-XXXX	APPLICANT(S)	Date(s) X
Owner (X) Yes () No	SIGNATURE(S)	X X Title(s) X
Phone Number	ADDRESS	
Taken by Mark Daily	CITY-STATE-ZIP	

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT
 Signature **X** Date **X** Accepted by Poudre Valley Rural Electric Association, Inc. By _____ Date _____

Attachments
 Rate Schedule NP-09 W.O. No. _____ Location No. _____
 ROW Easement _____ Contract Expiration Date _____
 Purchase of Power Agreement _____ Minimum N/A Rate 1A Class 1
 Name _____ Acct No. _____
 Other _____

POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC. • P.O. BOX 272550 FORT COLLINS, COLORADO 80527-2550 • 7649 REA PARKWAY FORT COLLINS, CO 80527
1-970-226-1234 • 1-800-432-1012

RETURN ONE SIGNED COPY TO Poudre Valley Rural Electric Association • RETAIN ONE COPY FOR YOUR RECORDS

SAMPLE

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