

ROOSEVELT COUNTY ELECTRIC COOPERATIVE, INC.  
ORIGINAL FORM NO. 8  
Cancelling N.M.P.S.C. Sheet No. 113

AGREEMENT FOR ELECTRIC SERVICE

EFFECTIVE

FOR

JUL 25 1985

BY *operation of law*  
APPROVED BY *AK*  
NEW MEXICO PUBLIC SERVICE CO.

Advice Notice No. 26

Signature/Title *Gene H. Corcoran*

General Manager

## AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made \_\_\_\_\_, 19\_\_\_\_, between ROOSEVELT COUNTY ELECTRIC COOPERATIVE, INC., (hereinafter called the "Seller"), and \_\_\_\_\_ (hereinafter called the "Consumer"), a \_\_\_\_\_ (corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to \_\_\_\_\_ kilowatts, upon the following terms:

## 1. SERVICE CHARACTERISTICS.

- a. Service hereunder shall be alternating current, \_\_\_\_\_ phase, \_\_\_\_\_ wire, sixty cycles, \_\_\_\_\_ volts.
- b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder. **All three phase motors shall have capacitors to bring the power factor to 90% plus as per REA specifications.**

## 2. PAYMENT.

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule \_\_\_\_\_ attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than \_\_\_\_\_ kilowatts for any billing period. In any event the Consumer shall pay to the Seller not less than \$ \_\_\_\_\_ per month for service for having service available hereunder during the term hereof.

b. The initial billing period shall start when Consumer begins using electric power and energy, or \_\_\_\_\_ **Connect Date** \_\_\_\_\_.

c. Bills for service hereunder shall be paid at the office of the Seller in Portales, State of New Mexico. Such payments shall be due on the \_\_\_\_\_ day of each month for service furnished during the preceding monthly billing period.

If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen (15) days' written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

## 3. MEMBERSHIP.

The Consumer may become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

## 4. CONTINUITY OF SERVICE.

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

## 5. RIGHT OF ACCESS.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until \_\_\_\_\_ years following the start of the initial billing period and thereafter until terminated by either party giving to the other \_\_\_\_\_ month's notice in writing. Contract \_\_\_\_\_ consecutive months.

7. SUCCESSION AND APPROVAL

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

b. If the maximum amount of power to be delivered hereunder is greater than 300 KW, this contract shall not be effective unless approved in writing by the Administrator or the Rural Electrification Administration.

8. PAYMENT

The Consumer shall deposit with the Seller the sum of \$ \_\_\_\_\_ on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. The above sum to be a non-refundable payment-in -aid-of-construction.

9. CHANGES OR MODIFICATIONS

This contract, including the tariff made a part hereof, shall at all times be subject to such changes or modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require such changes or modifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as the day and year first above written.

I have read and understand all parts of this agreement.

ATTEST:

ROOSEVELT COUNTY ELECTRIC COOPERATIVE, INC.  
Seller

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Consumer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title of Officer\*

\*If other than president, vice president, partner or owner, a power of attorney must accompany contract.