

SOCORRO ELECTRIC COOPERATIVE, INC.
ORIGINAL FORM NO. 6

AGREEMENT FOR ELECTRIC SERVICE TO
IRRIGATION AND WATER PUMPING SERVICE

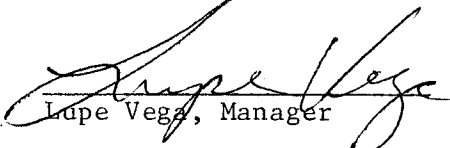
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**EFFECTIVE
SERVICE** FOR _____ ON

SEP 08 1986
Operation of Law BY _____

APPROVED
NEW MEXICO PUBLIC SERVICE COMMISSION

Advice Notice No. 34


Lupe Vega, Manager

W.O. No. _____

MAP No. _____

THE SOCORRO ELECTRIC COOPERATIVE, INC.
POST OFFICE BOX H
SOCORRO NEW MEXICO 87801

NAME & ADDRESS _____

AGREEMENT FOR ELECTRIC SERVICE
TO IRRIGATION AND WATER PUMPING SERVICE

AGREEMENT made _____, 19____, between The Socorro Electric Cooperative, Inc. (hereinafter called the "Cooperative") and _____ (hereinafter called the "Consumer").

WHEREAS, the Cooperative will have electric power and energy available for sale at Consumer's premises as soon as certain electric lines and facilities are constructed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The Cooperative agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for electric power and energy sufficient to operate _____ horsepower irrigation pump motor at _____ upon the following terms:

1. SERVICE CHARACTERISTICS

a. Service hereunder shall be alternating current, _____ Phase, 60 hertz, _____ Volts.

b. The Consumer agrees not to use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and that electric power and energy purchased hereunder will not be resold.

2. PAYMENT

a. Consumer shall pay the Cooperative for service hereunder at the rates and upon the terms and conditions set forth in Schedule _____ attached and made a part of this agreement. Notwithstanding any provision of the Schedule, however, and irrespective of the Consumer's requirements, the Consumer shall pay to the Cooperative not less than \$_____ per month for service, or for having service available hereunder during the term hereof, provided, however, that Cooperative shall make available electric power and energy.

b. The initial billing period shall start when Consumer begins using electric power and energy, or 30 days after the Cooperative notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

c. Electric bills will be subject to payment in full upon presentation of bill. Unpaid accounts will become past due after 15 days from date of billing. All unpaid accounts shall be subject to disconnection 15 days from past due date. Disconnection of service for Non-Payment shall not cease contracted minimum for the remainder of the contract period.

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

3. CONTINUITY OF SERVICE

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable time.

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes, legal processes, governmental restrictions, fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will not, under any circumstances, contract to provide 100 percent reliability.

4. MEMBERSHIP

The Consumer may become a member of the Seller, paying the membership fee and being bound by the provisions of the articles of incorporation and bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

5. TERM

This agreement shall become effective on the date first above written and shall remain in effective until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other one (1) month's notice in writing.

6. SUCCESSION

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

7. 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.

8. Should The Socorro Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by The Socorro Electric Cooperative, Inc.

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 set their hand and seals in person and/or through their legally appointed representatives, the day and year first above written.

THE SOCORRO ELECTRIC COOPERATIVE, INC.

OWNER

BY: MANUEL MARQUEZ, PRESIDENT

TITLE

STATE OF NEW MEXICO)
) ss
COUNTY OF SOCORRO)

On this _____ day of _____, 19____, before me personally appeared Manuel Marquez to me known, whom being by me duly sworn, did say that he is President of The Socorro Electric Cooperative, Inc., a corporation organized under the laws of the State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Trustees, and said Manuel Marquez acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal on this the day and year first above written.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

* * * * *

STATE OF NEW MEXICO)
) ss
COUNTY OF SOCORRO)

On this _____ day of _____, 19____, before me personally appeared _____ known to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal on this the day and year last above written.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
