

Cherry-Todd Electric Cooperative, Incorporated

Contribution In Aid Of Construction Agreement For Electric Distribution Service

Service Location: _____
Account No. _____

Mailing Address: _____

AGREEMENT made and entered into this _____ day of _____, 20____, by and between Cherry-Todd Electric Cooperative, Incorporated ("Cooperative"), and _____ ("Member").

The Member has requested the installation of electric distribution facilities as follows: _____

and the Cooperative agrees to construct and install the new facilities for the Member under the following conditions terms and conditions:

Member will deposit with the Cooperative the sum of \$ _____, which represents the Member's cost of construction as set out on the Cooperative's estimate form. The estimate of construction provided by the Cooperative, or its agent, is merely a projection of probable construction costs. Following construction, the Cooperative will notify the Member of the actual cost of construction of the facilities. If the actual cost is less than the estimate, the Cooperative will refund to the Member the difference between the deposit amount set out above and the actual cost. If the actual cost is higher than the estimate, the Cooperative may require an additional deposit from the Member.

It is understood and agreed that the Cooperative will not begin facilities construction until the above Contribution In Aid Of Construction deposit amount has been received by the Cooperative. It is further understood and agreed that this Agreement, and particularly the amount of the Contribution In Aid Of Construction contained herein, are based on the specifics of the Member's request for electric distribution facilities.

All electric distribution facilities installed by the Cooperative will be and remain property of the Cooperative. The Cooperative expressly retains the right to use said facilities for any other purpose which the Cooperative deems advisable, including the distribution of electric service to other consumers.

The Cooperative reserves the right to withhold service until the Contribution In Aid Of Construction is paid in full or any other obligation to the Cooperative is satisfied. Further, nothing herein contained shall be construed as a waiver or relinquishment by the Cooperative of any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder.

All amounts due and owing to the Cooperative shall be paid within thirty (30) days of the project construction completion date and all excess deposit amounts shall be refunded to the Member within thirty (30) days of the project completion date.

By signing and returning this Agreement, the Member agrees to accept the above described terms and conditions.

Signed:

CHERRY-TODD ELECTRIC
ELECTRIC COOPERATIVE, INCORPORATED

By: _____
Its: _____

Date: _____

Member

Date: _____

CHERRY-TODD ELECTRIC COOPERATIVE, INC.

MISSION, SOUTH DAKOTA

AID TO CONSTRUCTION
CALCULATION FOR SERVICES

NAME _____

ADDRESS _____

LOCATION _____

SERVICE _____

TOTAL LENGTH _____

OH FOOTAGE _____ @ \$4.00 Per Foot _____

OH FOOTAGE _____ @ \$6.00 Per Foot _____

URD FOOTAGE _____ @ \$6.00 Per Foot _____

LESS TRENCH _____

WORK ORDER NUMBER _____

OTHER _____

TOTAL _____