

Effective: _____

Location No. _____

CHERRY-TODD ELECTRIC COOPERATIVE, INCORPORATED

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between Cherry-Todd Electric Cooperative, Incorporated (hereinafter called the "Seller"), and the undersigned:

(Property Owner and Tenant/Renter)
(hereinafter collectively called the "Consumer").

WHEREAS, Consumer is hereby applying for irrigation pumping service and Seller 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, the Seller agrees to sell and deliver to the Consumer and the Consumer agrees to purchase and pay for electric power and energy sufficient to operate a _____ horsepower irrigation pump motor at the location hereinafter described upon the following terms and conditions:

1. Service Characteristics:

- a. Service hereunder shall be alternate current, _____ phase, sixty cycles, _____ 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 Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule I, Irrigation Service, attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule, however, and irrespective of Consumer's requirements, the Consumer shall pay to the Seller not less that \$ _____ per year for service or for having service available hereunder during the term hereof or any extension.
- b. The initial monthly billing period shall start May 1st if the hookup is before July 1st, provided however, that if said initial monthly billing period starts after July 1st, the foregoing yearly minimum charge shall be prorated on the basis of the ratio that the number of months' service is available or furnished hereunder to the number of months in the irrigation season. The irrigation season shall be considered as May 1st to September 30th.
- c. Bills for service hereunder shall be due to the office of the Seller in the City of Mission, State of South Dakota, monthly within ten (10) days after the 5th of each month.

CONNECT DATE _____

- d. The Consumer agrees that if, at any time, the Seller's cost of electric service is modified, the Seller may make a modification in the rate of service hereunder.
- e. If the real property irrigated under this Agreement is being leased to a tenant/renter, then the property owner has joined in executing this Agreement for payment of all costs, including aid to construction and installation costs of facilities, and the payment of all electric bills accruing hereunder and the property owner hereby guarantees payment of all such costs.

3. Membership:

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

4. Right of Access:

Duly authorized representatives of Seller shall be permitted to enter Consumer's premises at all times in order to carry out the provisions hereof. The undersigned property owner hereby agrees to grant the Seller any easements or right-of-way privileges necessary to extend service to Consumer's premises.

5. Continuity of Service:

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but, if such supply should fail or be interrupted, or become defective through an 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 reasonable control of Seller, Seller shall not be liable under the provisions of this Agreement.

6. Term:

This Agreement shall become effective on the date first above written, and shall remain in effect for a period of five years and thereafter from year to year until terminated by either party giving to the other six months' notice in writing.

7. Protection from Livestock:

It shall be the responsibility of the Consumer to provide fencing or other protection to prevent damage to Cooperative equipment, such as transformers and metering, by livestock. All damages caused to Cooperative equipment by livestock or machinery shall be charged to and paid for by the Consumer. Failure to pay for the damage will be cause for disconnection of the service.

8. Attachments:

Seller's Schedule I, Irrigation Service, and Policy Bulletin 10-28, Irrigation Service Contracts, are attached hereto and made a part of this Agreement.

9. Land Description and Location of Well:

This Agreement relates to irrigation pumping service to the following described real property:

_____ of Section _____, Township _____, Range _____,
_____ County, _____.

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

Management Approval: Date _____
_____ Timothy W. Grablander, General Manager

SELLER:
CHERRY-TODD ELECTRIC COOPERATIVE, INCORPORATED

By: _____
President

ATTEST:

Secretary

CONSUMER:

Property Owner (Please Print) _____
Mailing Address _____
City, State, Zip _____
Phone Number _____

Signature: _____ Date: _____

Tenant/Renter (Please Print) _____
Mailing Address _____
City, State, Zip _____
Phone Number _____

Signature: _____ Date: _____

This institution is an equal opportunity provider and employer.

CHERRY-TODD ELECTRIC COOPERATIVE, INC.

SCHEDULE I
IRRIGATION SERVICE

Effective with Bill Due February 1, 2017

AVAILABILITY

Available for service to irrigation pumps, subject to Seller's established rules and regulations.

TYPE OF SERVICE

Three phase, or single phase, 60 hertz, at available secondary voltages.

ANNUAL RATE

\$25.75 per horsepower plus 9.266 cents for all kWh consumed.

If the consumer chooses to participate for the entire season in the demand horsepower control program, a credit of \$2.90 per horsepower per month will be applied to the account.

In the event the consumer discontinues participating in the horsepower control program the consumer will be back billed from the point of discontinuance to the beginning of the season to return the credit to Cherry-Todd Electric.

(Note: The horsepower control program participation is designed for the whole season.)

For new installations the line extension policy will apply.

OFF SEASON USE

Any kWh used after the regular irrigation season until December 1 will be billed on the regular energy rate for irrigation. Irrigation systems left connected for stock watering use or grain drying, etc., after December 1 will be billed on a monthly basis until May 1 at the GS-1 rate of \$45.00 per month plus the kWh consumption at the GS-1 rate.

Normally irrigation services will be disconnected about December 1 and will be reconnected by May 1. Any connects or disconnects at any other time will be charged the service fee in effect at that time.

DETERMINATION OF HORSEPOWER

The horsepower for billing purposes shall be the motor manufacturer's nameplate rating of horse power output, except that if the Seller so elects, it shall be determined by actual measurements of power input during a period of maximum normal use.

MINIMAL ANNUAL CHARGE

The minimum annual charge shall be \$25.75 per horsepower except that for motors of less than 10 horsepower, the minimum annual charge shall be no less than \$257.50; provided that the total new investment by the Cooperative not exceed \$140.00 per horsepower including the cost of any underground conductor.

POWER FACTOR ADJUSTMENT

The Consumer agrees to maintain unity power factor as nearly as practicable. The horsepower for billing purposes will be adjusted for Consumers with 50 HP or more to correct the average power factors lower than 85% lagging, and may be so adjusted for the Consumers if and when the Seller deems necessary.