

ELECTRIC SERVICE AGREEMENT

The forenamed individual, hereinafter referred to as customer, hereby makes application to Electrical District Number Two for electric service in consideration of Electrical District Number Two's providing electric service as herein applied for, the customer agrees to promptly pay for such service at the regular published rates of electrical District Number Two and in accordance with the applicable rules and regulations adopted by the Board of Directors of electrical District Number Two, these rules and regulations are hereby made a part of this agreement whether effective at the time or subsequent to the execution of this agreement. The customer agrees to use such service for his own purposes and agrees not to sell or donate any part of same or permit it to be used for any other purpose. The customer further agrees that duly authorized agents and employees of Electrical District Number Two shall have access to his premises to which electric service is provided at all reasonable hours for the purpose of installation or removal of meters and equipment incidental to carrying out the purposes of this agreement and for the purpose of inspecting any electric lines or equipment in any way connected therewith. The customer further agrees to indemnify and hold Electrical District Number Two harmless from claims, injuries, damages and expenses of every nature and kind, for loss or damage to property or persons arising out of the delivery of service beyond the point of metering or for failure of Electrical District Number Two to supply electric service. The customer agrees to immediately give Electrical District Number Two written notice when he ceases to occupy said premises and/or desires service discontinued and agrees to pay for such service until said notice is given to Electrical District Number Two. The customer agrees that Electrical District Number Two, or its representative, may immediately, without any notice of the customer discontinue service hereunder in the event of failure on the part of the customer, his agents or employees to comply with any of the terms or conditions of this agreement. In the event of the discontinuance of service by reason of such failure, the customer for and on his own behalf, forever waives and releases Electrical District Number Two and with respect to anyone in or about the served premises affected by such termination, agrees to indemnify and hold Electrical District Number Two harmless from any and all claims, injuries, damages and expenses of every nature and kind which may arise out of or in any way be connected with such termination of service. It is understood and agreed that such discontinuance of service shall not constitute a waiver by Electrical District Number Two of any rights or claims which it might have against the customer as a result of having provided electrical service to the customer. In the event that it becomes necessary for Electrical District Number Two to employ counsel to enforce any of the provisions of this agreement or the breach thereof, then, in that event the customer agrees to pay to Electrical District Number Two all costs and expenses including reasonable attorneys' fees, incurred by Electrical District Number Two whether or not litigation is commenced.