

**TWIN COUNTY ELECTRIC POWER ASSOCIATION**  
Hollandale, Mississippi

**AGREEMENT FOR PURCHASE OF POWER**

THIS AGREEMENT FOR PURCHASE OF POWER ("Agreement") is made \_\_\_\_\_, between TWIN COUNTY ELECTRIC POWER ASSOCIATION (hereinafter called the "Association"), and \_\_\_\_\_ (hereinafter called the "Consumer"), a corporation, partnership, individual (strike inapplicable designation).

The Association agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Association all of the electric power and energy which the consumer may need at \_\_\_\_\_

Bank No. \_\_\_\_\_ Acct. No. \_\_\_\_\_ Location No. \_\_\_\_\_ up to \_\_\_\_\_ (show HP or KVA), upon the following terms and conditions:

1. **Service Characteristics.** Service hereunder shall be alternating current, \_\_\_\_\_ phase, sixty cycles, \_\_\_\_\_ volts.
2. **Payment.** (a) The Consumer shall pay the Association 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 provisions of the Schedule, however, the minimum charge shall be \$ \_\_\_\_\_ per month, season/year (strike inapplicable designation), or fraction thereof, payable at the base rate of \$ \_\_\_\_\_ per month during the continuation of service. In the event of discontinuation of service, any remaining balance of the minimum charge will become immediately due and payable in full.  
(b) Bills for service hereunder shall be paid at the office of the Association in \_\_\_\_\_, State of Mississippi, monthly within ten days after the bill is mailed to the Consumer. If the Consumer shall fail to pay any such bill within such ten-day period, the Association may discontinue service hereunder without notice to Consumer. In the event service is so discontinued, it is agreed that Association shall not be liable for anything whatsoever by reason of said discontinuance of service and the damage caused thereby. Failure of Association to discontinue service for delinquency in payment of bills shall not be held to establish a custom in that regard or to constitute a waiver by Association of any right herein provided with reference to discontinuance of service.  
(c) The Consumer agrees that if, at any time, the rates under which the Association purchases electric power and energy at wholesale is changed, the Association may at its option make a corresponding change in the rate for service hereunder. The Consumer further agrees that in the event that cost of labor, material, transportation, taxes and any other items of cost affecting the cost of electric service are incurred, the Association reserves the right at its option to make such change in the rate for service hereunder as Association deems appropriate to compensate it for such increased costs. If the rate is increased under this paragraph hereof, the Consumer shall have the right for a period of ninety days following the effective date of such rate increase to discontinue service hereunder.  
(d) This contract shall be considered a part of all the electric services rendered by the Association to the Consumer. Any delinquency or arrears under this contract shall be considered as a delinquency or arrears of all other electric service to the Consumer furnished by the Association and such other electric service or any part thereof may be discontinued without notice for failure to pay within ten days any bill submitted under this contract.
3. **Compliance with Rules, Codes, Etc.** Consumer agrees that it shall comply with all of the Association's rules, regulations and policies, as existing and as may be amended, from time to time, including but not limited to the Association's policy regarding specifications for irrigation and other electric motor installations. Consumer further agrees that it shall comply with any and all applicable building and electrical codes.
4. **Continuity of Service.** The Association agrees to use reasonable diligence and care under the circumstances as they exist from time to time to provide a constant and uninterrupted supply of power and energy; but if such supply should fail or be interrupted or be or become insufficient for any reason or cause, including, without limitation vis majeure, governmental authority, the elements, public enemy, vandalism, accidents, strikes, labor trouble, maintenance or repair work or other lines, faulty construction, insufficient workmen, inability to secure right of way or any other cause beyond the control of Association, Association shall not be liable to Consumer or any one else under the provisions of this Agreement or otherwise. In no event, whatever may be the cause, shall Association be liable to Consumer or anyone else for consequential or special damages of any kind whatsoever to crops, mechanical or electrical equipment or any other sort of property of consumer or others used in connection with the service dealt within this contract or otherwise. The sole liability of Association shall be, at its expense, to make available, at Consumer's meter, electrical service within a reasonable time under the circumstances then existing.
5. **Membership.** The Consumer shall become a member of the Association, shall pay the membership fee and be bound by the provisions of the articles of incorporation and bylaws of the Association and by such rules and regulations as may from time to time be adopted by the Association.
6. **Right of Access.** Duly authorized representatives of Association shall be permitted to enter consumer's premises at all reasonable times in order to carry out the provisions hereof.
7. **Term.** This Agreement shall remain in effect for an initial period of \_\_\_\_\_ years. This Agreement shall thereafter automatically be extended for successive periods of one year each until and unless canceled as hereinafter provided. Either party hereto may cancel this Agreement as of the end of the initial period or as of the end of any extended period by giving to the other party notice in writing at least 30 days prior to the end of any terms of the election of that party to cancel the agreement as of the end of said term.
8. **Attorneys' Fees and Expenses.** Consumer agrees that it shall pay all out-of-pocket expenses incurred by the Association in connection with the enforcement of the rights of the Association in connection with this Agreement or the collection of any sums owed by the Consumer to the Association, including but not limited to the Association's reasonable attorneys' fees and expenses.
9. **Succession.** This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto; provided, however, that this Agreement shall not be assigned by Consumer without the prior, written consent of the Association.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

ATTEST:

TWIN COUNTY ELECTIC POWER ASSOCIATION  
("Association")

By: \_\_\_\_\_  
Manager

\_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_  
("Consumer")

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\*If other than president, vice president, partner or owner, a power of attorney must accompany contract. If Consumer is a partnership, list names of all partners and state whether or not the partnership is a limited one.