



Southwest Rural Electric Association

P.O. Box 310, Tipton, OK 73570-0310 – 580-667-5281

CONTRACT FOR PURCHASE OF POWER

This contract and agreement, made and entered into this _____ day of _____, 201__, by and between the *SOUTHWEST RURAL ELECTRIC ASSOCIATION*, a corporation, hereinafter called the “Seller” and _____ hereinafter called the “Consumer.”

WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need for _____ located in _____ up to _____ KVA, upon the following terms and conditions.

- 1) **Service Characteristics:** Service shall be alternating current, phase, sixty cycles, _____ volts, with variations not to exceed commercial limits.
- 2) **Metering:** All energy delivered to the Consumer under this agreement shall be measured by metering or measuring instruments of standard make, furnished and installed by the Seller at the point of delivery. In the event the metering equipment fails entirely to register, the power and energy so delivered shall be estimated according to the amounts previously delivered under substantially similar conditions.
- 3) **Continuity of Service:**
 - a) The Seller will use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy to a point of delivery but if such supply shall fail or be interrupted, or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.
 - b) Should the Consumer or its authorized representatives request the Seller to perform service or work or furnish material on the Consumer’s side of the meter, said Consumer agrees to pay seller for the all such materials, work and service at the prevailing rates and prices existing in the community of connection, provided, however, that neither party shall be liable for any loss or injury to persons or property resulting from the condition of the other party’s property.
- 4) **Payment:**
 - a) The Consumer agrees to pay, at the times and places hereinafter specified, and the Seller agrees to furnish and sell to Consumer, all electrical energy furnished hereunder, at the rates and upon the terms and conditions set forth in Rate Schedule _____ which is attached hereto and made a part of this contract, but notwithstanding the provisions of said schedule, the parties hereto agree that the minimum charge per _____ for the furnishing of such electric energy by seller to Consumer shall be \$ _____ regardless of the number of KWH of energy consumed.

- b) Bills for service hereunder shall be paid at the office of the seller in Tipton, Oklahoma, monthly within twenty (20) days after the bill is mailed to the Consumer. Failure to comply with this provision of this contract on part of the consumer shall be grounds for termination the furnishing of energy to consumer by this contract without notice.
- c) Any rate changes approved by the Board of Trustees of the Cooperative and/or the appropriate regulatory authority shall be a part of this contract and shall be applicable for the balance of the contract to expiration.

5) 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.

6) Terms: This agreement shall become effective the first day of the month following the date service is first delivered hereunder by the Seller to the Consumer, and shall remain in effect for a period of _____ years and thereafter until terminated by either party giving to the other thirty (30) days notice in writing.

7) Succession: This agreement shall be binding upon and inure to the benefits of the successors, legal representatives and assigns of the respective parties hereto.

8) Right-of-Way The Consumer agrees to give the Seller privilege and easement to go upon the land of the Consumer, as heretofore described in this agreement, for the purpose of installing, repairing, maintaining, operating and/or removing its electric power line and distribution system, and also the right to cut, trim or chemically treat trees necessary to keep them clear of all parts of the electric system.

9) Power Factor Adjustment: The consumer shall at all times take and use power in such a manner that the power factor shall be as near one-hundred percent (100%) as practicable. The total charges under this agreement shall be adjusted to correct for average power factor lower than ninety percent (90%). Such adjustments will be made by increasing the total charges by one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

10) Other Terms Agreed Upon: _____ Yes _____ No
 M See attached _____ Number of Pages

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

 CONSUMER

SOUTHWEST RURAL ELECTRIC ASSOCIATION
 SELLER

By _____

 Title of Officer

 Manager

ATTEST: _____

 Secretary

A/C No. _____
 Horsepower _____

If other than president, vice-president, partner or owner, a power of attorney must accompany contract.