

123540

## AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made July 28, 1988, between MT. WHEELER POWER, INC., a Nevada corporation, (hereinafter called the "Seller"), and Larry & Phyllis Potter, ☒ an individual (s), ☐ a partnership, ☐ a corporation, ☐ a public agency, ☐ an association, (hereinafter called the "Consumer") whose address is P.O. Box 261, EUREKA, NEVADA 89316.

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location herein described up to 10 kilowatts, upon the following terms:

1. SERVICE CHARACTERISTICS. A. Service hereunder shall be alternating current, 1 phase, sixty cycles, 240 volts.

B. The Consumer shall not sell electric power and energy purchased hereunder.

2. PAYMENT. A. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule ES as the same may from time to time be amended or modified. Irrespective of Consumer's requirements or use, the demand for billing purposes hereunder shall be not less than 10 kilowatts for any billing period, and in any event the Consumer shall pay to the Seller not less than \$35.92 or the minimum charge per month, for service or for having service available hereunder during the term hereof.

B. The initial billing period shall start when Consumer begins using electric power and energy, or at such time as service is available hereunder, whichever shall occur first.

C. Bills for service hereunder shall be paid at the office of the Seller in Ely or Eureka, Nevada. Such payments shall be due within fifteen (15) days after the bill has been mailed to the Consumer. If the Consumer shall fail to make any such payment within said fifteen (15) day period, the Seller may discontinue service to the Consumer upon giving five (5) days written notice to the consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

D. The Consumer agrees that, at any time, Seller may adjust the rates for service and/or its service rules, regulations and policy applicable to Consumer.

E. Consumer acknowledges that the rate schedule and terms of service have been reviewed with Consumer by a representative of Seller, and Consumer agrees thereto.

3. MEMBERSHIP. The Consumer hereby applies to become a member of the Seller, and agrees to be bound by Seller's Articles of Incorporation, By-Laws, Rules, Regulations and Policies as the same may from time to time be amended by the Seller.

4. CONTINUITY OF SERVICE. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, be in short supply or be interrupted, or become defective through act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, shortage of wholesale service, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

5. RIGHT OF ACCESS. Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM. This Agreement shall become effective when service to Consumer is available and shall remain in effect until Five years following the start of the initial billing period and thereafter until terminated by either party giving to the other one (1) month's notice in writing.

(Revised 5/82)

7. SUCCESSION AND APPROVAL. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. DEPOSIT. The Consumer shall deposit with the Seller the sum of \$100 on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Such deposit may be returnable to the Consumer as defined in Rule No. 9 of the Cooperative's Rules and Regulations as may be amended from time to time.

9. FACILITY AND LOCATION. The facility to be served is a TRAIL HOME and it is located at Diamond Valley, which is in the SE of Eureka County, State of NV, Township 20N, Range 3E.

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

SELLER:  
MT. WHEELER POWER, INC.

BY [Signature]

TITLE ABS

MT. WHEELER POWER, INC.  
REPRESENTATIVE NEGOTIATING  
THIS AGREEMENT:

[Signature]

CONSUMER:

[Signature]  
[Signature]

BY

TITLE

NOTE: This Agreement, as to the Seller, the Consumer and the Owner, must be executed, as the case may be, by:

1. Individuals - By the Individual and Spouse, if any;
2. Corporations and Associations - By the President or Vice President;
3. Partnerships - By a General Partner; and
4. Public Agencies - By the Chief Executive Officer.

RECORDED AT THE REQUEST OF  
MT. Wheeler  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
H.N. REBALLOTT, RECORDER

FILE NO. FFE 6  
123540 6.00

(Revised 5/82)

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