

**AGREEMENT FOR PURCHASE OF POWER
AND APPLICATION FOR MEMBERSHIP**

THIS AGREEMENT, made and entered into this 18th day of July, 1963, by and between WELLS RURAL ELECTRIC COMPANY, a Nevada Corporation, hereinafter referred to as "Cooperative," and _____

hereinafter referred to as "Consumer,"

W I T N E S S E T H:

IN CONSIDERATION of the mutual promises, covenants and agreements herein contained to be kept and performed by the parties hereto it is agreed by and between the parties hereto as follows:

1. The Cooperative will build an electric service distribution line from its proposed distribution lines in the area to the premises or facilities of the Consumer.

2. The Consumer will pay to the Cooperative the sum of ONE DOLLAR (\$1.00), which will constitute the Consumer's membership fee if accepted by the Cooperative for membership.

3. The Consumer will purchase from the Cooperative all electric energy used for the Consumer's facilities in the Jiggs or Lee, Nevada, area and will pay therefore monthly at rates to be determined, from time to time, in accordance with this agreement, the by-laws, rules, regulations and approved rate schedules of the Cooperative; provided, however, that the Cooperative may limit the amount of electric energy to be furnished for agricultural or industrial uses. Such limitations shall not apply to normal ranch use necessary to utilize the quantity of power paid for by the minimum billing.

4. The service to be provided pursuant to the terms of this Contract shall be that of serving the following described facilities: _____

5. In consideration of the Cooperative's investment in special and additional facilities required to supply service hereunder, Consumer agrees that during the period of this Contract he will pay a minimum monthly billing of \$ _____ per month, regardless of the number of kilowatt hours consumed, said minimum to be in lieu of the minimum stated in the applicable rate schedule; and in addition thereto the sum of not more than \$ _____ per month, during the term of this Contract, to be set by the Cooperative, which is an additional amortization charge, for which no energy shall be supplied. The foregoing shall be in addition to existing arrangements whereby Consumer may be purchasing power from the Cooperative in other areas.

6. The amount of the amortization charge pursuant to Paragraph 5 shall be determined by the costs of construction of the special and additional facilities required to supply services hereunder, and the number of Consumers who initially contract to take service.

7. Should the Cooperative obtain Consumers in the areas of Jiggs and Lee, Nevada, other than those staked and included in the present construction contract, and taking service initially,

the Cooperative will review the matter of amortization charges for the area and apply any reduction that may be made to all Consumers in the area on an equitable basis. Any reduction shall be within the discretion of the Cooperative.

8. The Consumer will comply with and be bound by the provisions of the Certificate of Incorporation and by-laws of the Cooperative, and such rules and regulations as may have been, or may from time to time be adopted by the Cooperative.

9. This contract for electrical service shall commence when electrical energy is made available at the facilities of the Consumer, and shall continue in force for a period of at least ten (10) years and thereafter until cancelled by at least 30 days written notice given by either party to the other.

10. The Consumer will cause his facilities or premises to be wired in accordance with wiring specifications of the National Electrical Code.

11. The Consumer agrees to grant any and all necessary easements required by the Cooperative to establish the distribution line and necessary facilities, in the Jiggs and Lee, Nevada, areas, without further consideration.

12. The Consumer waives any right or claim to damages that may arise as a result of the power lines causing disruption of telephone service in the area.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

COOPERATIVE:

WELLS RURAL ELECTRIC COMPANY
A Nevada Corporation

BY _____
President

CONSUMER:

