

Northcentral Electric Cooperative™

MINIMUM BILL CONTRACT FOR PURCHASE OF POWER

Between

Northcentral Electric Cooperative (seller) and

_____ (Consumer)

a (an) _____
(Individual, Sole Proprietor, Partnership, Corporation, Limited Liability Company)

_____ phase

Service Address

_____ voltage

_____ Street Address

_____ kw

_____ term of contract

_____ City

_____ State

_____ Zip Code

_____ amount of minimum

Mailing Address

_____ Street Address

_____ City

_____ State

_____ Zip Code

Contract dated this the _____ day of _____, _____

Account # _____

Whereas:

1. AGREEMENT. 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 use upon the following terms:

2. PAYMENT

- a) The Consumer shall pay the Seller for service hereunder at the rates and the terms and conditions set forth in Northcentral Electric Cooperative's applicable rate schedules.
- b) However, if Northcentral Electric Cooperative's monthly customer charge should change during the term of this contract to a larger amount than the stated minimum bill, the amount stated herein shall be appropriately adjusted to the higher amount of the customer charge.
- c) Bills for service hereunder shall be paid at the office of the Seller in Byhalia or Olive Branch, State of Mississippi monthly within 15 days after the bill is mailed to the Consumer. If the Consumer shall fail to pay such bill within the 15-day period, the Seller may discontinue service hereunder by giving five (5) days notice in writing to the Consumer.

3. CONTINUITY OF SERVICE. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted or become defective through the 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 cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.

4. 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 bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

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5. TERMS. This agreement shall become effective on 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, one months notice in writing. If however, service is terminated to the Consumer prior to the termination of this contract, the Consumer shall become instantly liable to pay the seller the entire balance remaining within thirty (30) days.

6. SUCCESSION. This agreement shall be binding upon and inure to the benefit of the successor legal representatives and assigns of the respective party hereto.

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

Northcentral Electric Cooperative General Manager

Property Owner (if not same as above)

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of _____, 20_____, within my jurisdiction, the within named _____, who acknowledged that he/she/they is/are _____ of _____ a _____ applicant, and that for and on behalf of said applicant, and as its act and deed he/she/they executed the above and foregoing instrument, after first being duly authorized by said applicant so to do.

Notary Public

SEAL

My Commission Expires: _____