

**MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION
D/B/A MIDSOUTH ELECTRIC CO-OP
ELECTRIC SERVICE AGREEMENT**

1. **Service.** Cooperative agrees to use reasonable diligence to provide electrical utility service (including but not limited to the supply of electric Energy) to Member's service location at a particular point where electric Energy first leaves the line or equipment owned by Cooperative and enters Member's Service Entrance Conductors. When electric Energy becomes available, Member will purchase all electric Energy required to be used at the Service Location from the Cooperative and use electric Energy exclusively for the operation of Member's equipment. The Cooperative may limit the amount of electric Energy to be furnished as indicated above and in the Service Rules and Regulations contained in the Cooperative's Tariff. Member understands that the voltage and frequency of electric Energy provided may vary within the standards set forth in the Service Rules and Regulations. Nothing contained herein shall prohibit Member from using electric Energy generated by renewable Energy sources (e.g. solar) in Member's wholly-owned generating facilities.
2. **Payment.** Member agrees to pay for electric service at the rates and upon the terms and conditions set forth in the Rate Schedule of the Tariff assigned to Member's service, which Schedule and Tariff are incorporated herein by reference. Any future change in the Rate made by the Cooperative for all similarly classified service shall be applicable from and after the effective date of such change. Cooperative will issue periodically a statement for services rendered to Member. Member agrees to pay the total amount shown on such statement within sixteen (16) days from the date of issue. Payment may be made at any office of the Cooperative, by phone, or through the Member's online portal. Member grants to Cooperative a security interest in any patronage due Member to secure payment.
3. **Minimum Monthly Charge.** Member agrees to pay the minimum monthly charge in accordance with the Cooperative's Tariff as set out in the applicable Rate Schedule or in any Electric Service Contract, whichever is greater.
4. **Term.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Member and the Cooperative and shall continue in full force and effect for so long as Member receives electric service from the Cooperative and still has any outstanding balance with the Cooperative, and may be terminated by Member upon written notice to the Cooperative and by Cooperative in accordance with the Cooperative's Service Rules and Regulations.
5. **Contribution in Aid of Construction.** Member agrees to make a contribution in aid of construction to the Cooperative as required and may be entitled to a partial refund as provided in the Cooperative's Tariff.
6. **Prepayment for Line Extension.** Prepayment for Line Extension may be required before the Cooperative begins construction of facilities or provides electric service.
7. **Member's Installation.** Member warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the National Electrical Safety Code of American Standards Association, as well as applicable laws or ordinances, and that the Member's Installation will be maintained in a manner to conform to those standards. Member represents and warrants that Member has a current right of possession to the property at the Service Location.
8. **Easement and Right of Access.** Member agrees to grant or to secure for Cooperative, at Member's expense, necessary easements and rights-of-way on property owned or controlled by Member and to provide suitable space on such Premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Member. Cooperative's representatives, employees, and assigns are hereby granted right of ingress and egress to Member's Premises at all reasonable times for the purpose of inspecting facilities, providing service, and carrying out the provisions hereof.

9. **Continuity of Service.** Cooperative shall use reasonable diligence under standard utility practices to provide constant and adequate electric service. Cooperative will not be liable, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Cooperative.
10. **Meter Tampering.** In the event the Cooperative reasonably determines that its Meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric Energy consumed. Member shall be liable for payment of any bill or statement issued as a result thereof in accordance with the Cooperative's Tariff(s).
11. **Breach/Disconnection of Service.** Notwithstanding any provisions of this agreement. Cooperative may disconnect service if Member fails to timely pay for electric service or otherwise breaches this agreement or any applicable provision of the Tariff, after notice in accordance with the Cooperative's Service Rules and Regulations.
12. **Disclaimer of Warranties.** COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Notice.** All notices required to be given under the terms and provisions of this agreement may be given by mailing to the other party by United States mail addressed to such other party at the address above. The notice shall bear the date of its mailing and shall be effective on and after such date.
14. **Waiver.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.
15. **Assignment.** Member may not assign this agreement. This agreement shall inure to the benefit of Cooperative's assigns.
16. **Law Governing.** This agreement shall be construed and governed in accordance with the laws of the State of Texas and venue for any suit shall be exclusively in the courts located in Grimes County, Texas.
17. **Additional Terms.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, the Bylaws of the Cooperative, and the Cooperative's Service Rules and Regulations contained in the Cooperative's Tariff, and any amendments thereto. THE TARIFF IS MADE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN. A copy of the Tariff may be inspected at any office of the Cooperative. Any capitalized term not defined herein shall have the same meaning as defined in the Tariff.
18. **Telephone Contact.** By providing your home or mobile telephone number for contact purposes, you are confirming that number belongs to you and not to a family member or other third person. By signing this Application, you agree that the Cooperative may call that number using an automatic telephone dialer and leave a prerecorded and/or text message. You also consent to receive pre-recorded or automated voice marketing messages on your residential telephone unless that number appears on the national, or our company-specific, "Do Not Call" list.
19. **Entire Agreement.** This agreement constitutes the entire agreement between the Parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and Cooperative, its agents and employees, have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Member agrees that Member is not relying on any statements not contained herein. No oral representations made by the Cooperative or representative of the Cooperative, either in the past or in the future, shall supersede this agreement.

20. **Effective Date/Modification.** Notwithstanding anything to the contrary contained herein, this agreement shall not become effective and is not binding until accepted by the Cooperative. No modification or alteration hereof shall be binding on either party unless reduced to writing and signed by the Parties hereto.