

1. _____, (hereinafter "Customer"), hereby requests the District to provide interruptible electric service to Customer, located at _____, for Account Number _____, under and in accordance with the District's Electric Service Rules and Electric Rate Schedule _____, as such rules and schedule now exist or may hereafter be amended or superseded. A copy of the Electric Rate Schedule is attached hereto and by this reference incorporated herein.

2. Customer agrees to take interruptible electric service from the District under and in accordance with the District's Electric Service Rules and the Interruptible Demand Option.
 - 2.1 Customer shall comply with all terms and conditions set forth in the Interruptible Demand Option; and shall, upon notice, reduce its demand by the Interruptible Demand as required.
 - 2.2 For the term of the Interruptible Demand Option, as set forth in Section 3, Customer's Interruptible Demand shall be as follows:

May	(at least 50% of July, August)	_____ kW
June	(at least 50% of July, August)	_____ kW
July	(at least 100 kW and equal to August)	_____ kW
August	(at least 100 kW and equal to July)	_____ kW
September	(at least 50% of July, August)	_____ kW
 - 2.3 Customer's contact for notice of interruptions under the Interruptible Demand Option shall be the individual listed below. Such individual shall be available to receive notice at all times and any attempt to contact such individual at the telephone number listed shall be deemed actual notice to Customer:

Name	_____	Telephone	_____
Alternate	_____	Telephone	_____
 - 2.4 Customer shall notify the District of any changes in name or telephone number of contact individual for notice of interruptions.

3. Customer must sign up for the Interruptible Demand Option by the last working day in April of that calendar year and shall be effective for term of one year commencing on the first day of the billing period following the District's verification of Customer's compliance with Sections 2.3, 4.1, and 5 of this Application.
 - 3.1 Service under the Interruptible Demand Option shall immediately terminate in the event Customer fails to comply with the terms and conditions set forth in this Application, or any provision of the Interruptible Demand Option or the District's Electric Service Rules.
 - 3.2 Service provided pursuant to the Interruptible Demand Option will terminate immediately upon expiration, without renewal, of the term of the rate as set forth in this Application; provided, however, that all amounts due and owing to the District for electricity provided pursuant to this Rate shall be paid by Customer upon receipt of a final invoice.

4. The District shall, at Customer's sole cost and expense, install and maintain automatic monitoring and metering equipment ("the equipment") at Customer's location. Customer understands and acknowledges that the equipment shall be the property solely of the District, and that Customer shall have no right, title or interest therein.
 - 4.1 At the time of submittal of this Application, Customer shall pay to the District _____ Dollars (\$_____) as an estimated, non-refundable charge for the equipment and installation of the equipment, including all costs of labor at the District's weighted labor rate. Upon completion of the installation, the actual costs will be determined by the District and Customer will receive a credit or additional billing for said costs.
 - 4.2 Prior to the installation of the equipment, Customer shall take all necessary actions and precautions to ensure that the equipment is compatible with Customer's facilities.
 - 4.3 Customer represents that it has the authority to, and hereby does, grant the District the right to install the equipment and to enter upon Customer's location at any reasonable time to install, inspect, operate, maintain, repair, replace, relocate or remove the equipment while the Interruptible Demand Option is in effect.
 - 4.4 Customer shall not at any time interfere or tamper with the equipment.

5. Customer shall, at its sole cost and expense, provide, and at all times while the Interruptible Demand Option is in effect maintain, a dedicated, unlisted telephone line, as specified by the District ("the communication service"), for the automatic monitoring and metering of Customer's electric usage.
 - 5.1 The District shall have the right to use the communication service as it, in its sole discretion, deems necessary to accomplish such purpose.
 - 5.2 Customer shall pay any telephone company or other charges associated with or arising out of the District's use of the communication service.

6. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under the Interruptible Demand Option.

Customer shall be responsible, and shall upon demand reimburse the District promptly for, any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of the Interruptible Demand Option.
7. The District is not a guarantor of power and, notwithstanding any provision of the Interruptible Demand Option, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.
8. Any assignment by Customer, voluntary or involuntary, of its rights under the Interruptible Demand Option, or any rights or duties accrued hereunder, shall be void without the District's prior written consent.
9. This Application, together with applicable Electric Rate Schedule, constitutes the sole, only and entire agreement and understanding between the parties hereto as to the subject matter hereof, and no changes, alterations or modifications hereof shall be effective unless in writing and signed by both parties.

Date Approved by the District: _____

Customer

Modesto Irrigation District

Signature

Signature

Print Name

Print Name

Title

Title