

**Contract for Service  
Economic Development Discount Provision  
Electric Rate Schedules GS-2, GS-3, GS-TOU**

1. \_\_\_\_\_ (hereinafter "Customer"), for account number \_\_\_\_\_.  
Electric service to be provided under and in accordance with the District's Electric Service Rules and Economic Development Discount Provision for Rate Schedule \_\_\_\_\_ as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of Rate Schedule \_\_\_\_\_ is attached hereto and by this reference incorporated herein.
2. Customer represents that it is conducting a business under the North American Industrial Clarification System (NAICS) code \_\_\_\_\_ and has a load requirement of \_\_\_\_\_ kilowatts. (Qualifying customers include those engaged in business classified under NAICS codes 311111 through 422990 or 481111 through 493190 and having a minimum load requirement of 200 kW.)
3. Customer's existing baseline energy and demand (12 months) for calculating "additional new load."

	<u>Energy</u>	<u>Demand</u>
Existing Baseline	_____	_____
Additional New Load	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

4. The District shall, at Customer's sole cost and expense, install separate electric metering equipment ("the equipment") for additional load at Customer's location if, in the District's sole opinion, it is necessary to provide service under this Provision. Customer understands 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 Contract, Customer shall pay to the District \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as 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 this Contract is in effect.
  - 4.4 Customer shall not at any time interfere or tamper with the equipment
5. Customer elects to enter into a five- (5-) year Contract with the District. The discount period shall commence within 12 months following the date of execution of the Contract and shall be designated by the Customer herein.

Discount Start Date	_____
Discount Termination Date	_____
Contract Start Date	_____
Contract Termination Date	_____

Upon completion of the third year of the Contract, Customer may elect other contract rate options available, provided qualifying requirements are met.

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 \_\_\_\_\_ Rate Schedule or this Contract.

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 this Contract.

7. The District is not a guarantor of power and, notwithstanding any provision of the Economic Development Discount, 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 this Contract, or any rights or duties accrued hereunder, shall be void without District's prior written consent.
9. This Contract, together with applicable Electric Rate Schedule, constitutes the sole, only and entire Contract 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 Contract Approved by the District: \_\_\_\_\_

**Customer**

**Modesto Irrigation District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title