

FREEBORN-MOWER COOPERATIVE SERVICES

MEMBER AGREEMENT INTERRUPTIBLE SERVICE

Seasonal

This Agreement made and executed this ____ day of _____, 20____, by and between Freeborn-Mower Cooperative Services headquartered in Albert Lea, Minnesota (hereinafter referred to as the "Cooperative" and _____ (hereinafter referred to as the "Member").

WHEREAS, It is in the joint interest and benefit of the named parties to conserve the use of electrical energy and to minimize the cost of electrical energy sold and delivered by the Cooperative to the Member; and

WHEREAS, This can be accomplished by the Cooperative disconnecting certain electric loads during certain times, and

WHEREAS, The Cooperative has made Policy 5.005B available to qualifying consumers,

NOW THEREFORE, It is hereby agreed by and between the parties as follows:

1. Seasonal - Control by the Cooperative up to twenty-four (24) consecutive hours. Available for all dual fuel, October 1st through May 31st.
2. The Member must wire his (her) premises to allow for the controlling and metering of energy under Policy No. 5.005B.
3. The Member will provide all disconnecting devices and wiring in accordance with the Cooperative's specifications and subject to the Cooperative's approval.
4. The Cooperative will furnish all control devices which shall remain the property of the Cooperative. The Cooperative reserves the right to interrupt the load either by time clock switch or by remote control.
5. This Agreement allows for dual fuel installations only. Any other load connected behind the controlled meter will result in the termination of this Agreement.
6. The Member must have an approved non-electric back-up heating system, or electric room storage units capable of supplying the entire heating demands during the interrupted period.
7. The Cooperative shall have authority to interrupt service taken under Policy No. 5.005B at times indicated in the Policy, recognizing that the Cooperative may change the available service times from time to time as their load characteristics may dictate.
8. The Member shall not utilize electric energy for similar loads (i.e. electric space heaters or heat lamps) in an uncontrolled manner at any time and agrees to allow the Cooperative to periodically inspect his (her) home to monitor electric energy usage. The Member further agrees that if the Cooperative determines energy usage has not been consistent with this Agreement, that all control devices will be removed and the Member must wire the premises to allow for all electrical usage to be metered through one meter.

- 9. The Cooperative shall not be liable for any economic loss or personal discomfort due to either the satisfactory operation or a malfunction of the control device or to long periods of power interruption. Override devices are not allowed except as might be specifically approved by the Cooperative and which respond to temperature only.
- 10. Problems occurring with controlled loads shall be analyzed and corrected by an electrician and the Cooperative will reimburse the homeowner for costs only if the problem was with the control device.
- 11. The Cooperative reserves the right to pass on any wholesale power increases or increases in the distribution cooperative costs; namely, Freeborn-Mower Cooperative Services.
- 12. After completion of five (5) years, the member may terminate this agreement at any time other than the months of December, January, February, and March. If the member alters or removes the controls during those months, the member will be assessed demand charge penalties as determined by Freeborn-Mower Cooperative Services.

When service under Policy 5.005B is terminated, the Member shall modify the electrical wiring to allow all electric usage to be metered through one meter. The Member shall then not qualify for Policy No. 5.005B for a period of twelve (12) months. If the Member causes the Cooperative any additional costs to reinstall load control equipment, it shall be borne by the Member.

This agreement is not assignable to a new member-owner. If the residence changes owners, a new agreement must be signed by the new owner. At no time will the Cooperative provide the interruptible rate without a signed agreement during the months of December, January, February or March. Without an agreement the member will revert to rate 5.001.

- 13. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties.

By Freeborn-Mower Cooperative Services
(Cooperative)

(Member)

Name of Member _____ Account No. _____

Name of Owner (if different from Member) _____

CONSENT OF OWNER
I HEREBY CONSENT to the above Agreement.

Dated _____

(Owner, if different from Member)

The Member elects Policy No. 5.005B.
Heating system installed: _____