

OUTDOOR LIGHTING AND MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between Otter Tail Power Company (the "Company"), a Minnesota corporation, and _____ (the "Customer").

In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company electric Energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its approved tariff with the South Dakota Public Utilities Commission. These Terms shall include but not be limited to Customer's payment for electrical Energy in accordance with the Company's rate schedule as filed with and approved by the South Dakota Public Utilities Commission, or such superseding rate(s) as may be approved in the future.
2. The Company shall provide and the Customer shall pay for the services specified in this Agreement for a term of one year with an effective date of the term to begin _____, and terminating _____, and thereafter shall be renewed for periods of one year each, unless written notice to the contrary is given by either party to the other not less than thirty (30) days before the expiration of this agreement or any renewal thereof. The Customer Charge and fixed charges from the applicable rate schedule shall apply as long as the Customer is taking service from the Company. This agreement shall automatically terminate in the event the Customer discontinues all electric service or has its service disconnected by the Company for any reason. The termination of this agreement for any reason will not relieve Customer of any payments due to the Company for any service provided pursuant to this agreement and the Company's tariffs, or for the full payment of amounts required pursuant to paragraph 15 of this agreement.
3. If Customer does not receive any one or more of the services described below, indicate by inserting "N/A" as appropriate.

OUTDOOR LIGHTING

Work Order No. _____
Electric Rate Sched. No. _____
Rate Code No. _____
Account No. _____

4. The Customer elects to receive, and the Company shall provide, the following outdoor lighting service at the following location(s) _____:

_____ Outdoor Lighting - Company-Provided Equipment:

Number of Units	Unit Type	Wattage Rating	Monthly Charge

_____ Outdoor Lighting - Energy Only - Non-Metered

Number of Units	Unit Type	Connected kW per Unit	Monthly Charge

_____ Outdoor Lighting - Energy Only - Metered

5. If the Customer elects to receive service as Outdoor Lighting - Company-Provided Equipment or Outdoor Lighting - Energy Only - Non-Metered, the number of units or type of unit shall not be changed from that shown in Paragraph 4 above, except by

mutual consent of the parties.

- 6. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Outdoor Lighting service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
- 7. The following service Riders apply to the Customer’s service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

MUNICIPAL PUMPING (GOVERNMENTAL ENTITY)

Work Order No. _____
Electric Rate Sched. No. _____
Rate Code No. _____
Account No. _____

- 8. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the pumps for the Customer’s present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with this Agreement and in the Terms.
- 9. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Municipal Pumping service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
- 10. The following service Riders apply to the Customer ’s service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

FIRE SIRENS (GOVERNMENTAL ENTITY)

Work Order No. _____
Electric Rate Sched. No. _____
Rate Code No. _____
Account No. _____

- 11. The Company agrees to furnish, and the Customer agrees to pay for, electric service to operate the Customer’s fire/warning sirens listed below.
- 12. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive Fire Sirens service pursuant to the Electric Rate Schedule(s) and Rate Code(s) identified above.
- 13. The following service Riders apply to the Customer ’s service: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of this agreement. These Riders are also designated by the Rate Schedule(s) and Rate Code(s) identified above.

Location	Metered		Horsepower	Account Number	Billing Amount
	Yes	No			

GENERAL PROVISIONS

- 14. The Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment,

suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.

- 15. If applicable, the Company shall charge for and Customer shall pay any Excess Expenditures associated with Special Facilities as identified in Section 5.03 of the General Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$_____.
- 16. All previous agreements, if any, between the parties covering the subject matter hereof are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this Agreement, except as specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date stated in Paragraph 2 above.

OTTER TAIL POWER COMPANY

By _____

Title _____

CUSTOMER

By _____

Title: _____