

ELECTRIC SERVICE AGREEMENT

 Overhead
 Underground

Work Order No. _____
Electric Rate Schedule No. _____
Rate Code No. _____

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

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 Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. Customer shall receive service at _____ County of _____, State of SD.
3. The Company shall supply to Customer ___ phase electric service, at _____ nominal volts, having a specific Demand classification of ___ or an estimated Demand of _____, and having an estimated load factor of _____% (if any of the aforementioned is not applicable, so indicate). 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 Rules and Regulations. The total Excess Expenditures of Special Facilities identified is \$_____.
4. The following service Riders apply to Customer's service at this location: 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.
5. 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.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of _____ (___) years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination. 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 7 of this agreement.
7. If applicable, as required by the Company Tariff for service extension costs, it is agreed that the Customer will make minimum payments of \$_____ per month for electric service received by the Customer at the service location, for a minimum period of thirty six (36) months. If the Customer elects to discontinue service prior to the end of the thirty six (36) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is the Company's total investment of \$_____. The Customer agrees to make an advance payment in the amount of \$_____ prior to installation of service. This advance payment shall be retained by the Company and will be returned with interest to the Customer upon completion of the minimum thirty six (36) month period, provided that Customer has made the Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, the Company shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and Customer shall be required to pay to the Company the unpaid balance of the Minimum Total Payment.
8. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of _____, 20__.

Customer

OTTER TAIL POWER COMPANY

By: _____