

IRRIGATION 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 the Customer ____ phase electric service, at such voltage as determined by the economically available source of supply. The Customer will report the reading of its meter once each month or when requested to do so by the Company.
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 five (5) 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 paragraphs 7 and 8 of this agreement.
7. If applicable, Customer has elected to build or purchase the extension of lines not needed to serve other customers of the Company, and the point of line extension at which Customer-owned line extension meets with the Company-owned line is at: _____. Customer shall be responsible to ensure that the line extension on Customer's side of the metering point meets applicable electric codes and standards. Unless otherwise stated in this Agreement, all equipment on Customer's side of this metering point is owned by Customer, and all equipment on the Company's side of the metering point is owned by the Company. Unless otherwise agreed to by the Company in writing, the Company shall not maintain or operate Customer's line or equipment and

Customer is required to operate and maintain its line and equipment at Customer's own expense. Exceptions (if any) are as follows: _____. If at any time, in the opinion of the Company, that portion of the line extension owned by Customer interferes with the operation of the Company's line or system, or shall be a hazard to persons or property, the Company reserves the right to discontinue service until Customer's line extension has been restored to a safe and proper condition.

8. As required under its Electric Rate Schedule for this service, the Customer shall pay an annual fixed charge to compensate the Company for its investment in the extension of lines (which shall exclude any line extensions provided by the Customer as described in Paragraph 7), including the Special Facilities charges as identified in Section 5.03 of the General Rules and Regulations for rebuilding or cost of capacity increase in lines or apparatus, necessitated because of the Customer's irrigation pumping load. The Company's total investment is \$_____. The Customer elects to pay this charge as follows:

Annual Fixed Charge is:

_____ Equal to 18% of the Investment of the Company, which annual amount for Customer is \$_____, paid in seven equal monthly payments.

Or

_____ Prepayment of the installation and costs of the equipment in the amount of \$_____ and payment for the term of this Agreement of an annual fixed charge equal to 3.5% of the Investment of the Company, which annual amount for the Customer is \$_____, paid in seven equal monthly payments.

9. The Company shall have the right to transmit electric energy over any and all extensions of lines used to supply Customer's service, to other customers who shall apply for service, either by connecting with existing extensions of lines or by erecting and installing new extensions of lines, provided that such service to other customers shall not interfere with the service furnished to Customer.
10. 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:_____