

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 tariff with the North Dakota Public Service 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 North Dakota Public Service Commission, or such superseding rate(s) as may be filed 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. The Customer shall receive service at _____ County of _____, State of ND.
3. The Company shall supply to the 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 additional costs associated with Special Facilities as identified in Section 5.02 of the Rules and Regulations. The total cost 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 the agreement.
5. 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.
7. If applicable, in order to provide an adequate and proper net return on the additional investment to be made by the Company in providing service to Customer, it is agreed that the Customer will make minimum payments of \$ _____ (A customer that is not billed on a calendar year basis, shall make minimum payments for the months of June, July, August and September) 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:_____