



Online Form Instructions

- For the purpose of ECI REC online forms, when the word “signature” appears, a typed, legal name is an acceptable substitute. As long as the complete, legal name appears in each blank for which a signature was requested, the form is accurate and binding (pending accurate completion of all other form sections). It is not necessary to print and sign the form if users plan on taking advantage of the “submit by email” option provided on the final page of each form.
- Some rebates may require the actual signature of mechanical engineers. ECI REC will follow-up with members applying for those rebates as necessary.
- Please do not fill out the “office only” sections of the form. Tab past them when filling out the form.
- Completed forms and required sales receipts or invoices may also be submitted to ECI REC via fax at (319) 443-4359. Please submit both the completed form and accompanying invoice(s) using the same method—fax or email—to ensure they arrive together at ECI REC.



East-Central Iowa Rural Electric Cooperative

2400 Bing Miller Lane | PO Box 248 | Urbana, IA 52345-0248

Ph: 877-850-4343 | F: 319-443-4359 | ecirec@ecirec.coop

www.ecirec.coop

Agreement for Purchase Power

LARGE POWER SERVICE, OPTIONAL TIME-OF-DAY

AGREEMENT made _____, 2_____, between East-Central Iowa Rural Electric Cooperative (hereinafter called the "Seller") and _____ (hereinafter called the "Consumer").

WITNESS:

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase and accept all of the electric power and energy which the Consumer may need at or near the location in Section _____, Township _____, Range _____, _____ County, Iowa, up to 1000 KVA, upon following terms:

1. **Service Characteristics**

Service hereunder shall be alternating current, Multi-phase, sixty hertz, 208y/120, 480y/277 or 240/120 volts. The consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power, and shall not sell electric power and energy purchased hereunder, without the written consent of the seller.

2. **Payment**

- a. The Consumer shall pay the seller for service hereunder at the rate upon the terms and conditions set forth in Schedule LPS-OTOD. Notwithstanding any provision of the Schedule and irrespective of the Consumer's requirements for or use of electric power and energy, the Consumer shall pay to the Seller not less than \$_____ per month for service or for having service available hereunder during the term hereof.
- b. Bills for service hereunder shall be paid at the office of the Seller. Such payments shall be due upon the receipt of the bill. If the Consumer fails to make payment within twenty (20) days of the mailing, a late payment charge of one and one-half (1 1/2) percent per month of the past due amount will be added to the amount of the net bill. If the Consumer shall fail to make any such payment by the due date, the Seller may disconnect service upon giving twelve (12) days written notice to the Consumer of its intention to do so, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- c. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric energy at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder. If the rate is increased thereby the Consumer shall then have the option of canceling this agreement and discontinuing service upon six (6) months written notice to the seller.

Large Power Service Optional Time-of-Day (continued)

d. The State of Iowa sales tax shall be added to the total bill as determined by an authorized form copy of the State of Iowa "Sales Tax Exemption Certificate". Any and all taxes, penalties and interest assessed the Seller, due to variation from the Sales Tax Exemption Certificate, shall be directly billed to the Consumer. Should any tax, federal or local, in addition to such taxes as may now exist be levied upon the electric energy sold hereunder, or upon the sales of such energy, such tax shall be added to the net bill as determined by rate.

3. **Membership**

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-Laws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

4. **Continuity of Service**

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefore, or for damages caused thereby.

5. **Right of Access**

Duly authorized representative of the Seller shall be permitted to enter premises at all reasonable times in order to carry out the provisions hereof.

6. **Term**

This Agreement shall become effective on the date first above written, and shall remain in effect for five (5) years and thereafter, until terminated by either party giving the other six (6) months notice in writing. In the event this Agreement is terminated by the consumer, the Consumer agrees to pay the related cost which the Seller will incur from the Seller's power supplier as a result of the Consumer's demand prior to termination date.

7. **Succession and Approval**

All of the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. **Capital Contribution**

The Consumer shall make a non-refundable capital contribution to the Seller equal to the portion of the actual cost of the recording metering for measuring demand and time-of-day energy at secondary voltage.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto under their respective corporate seals and of the day and year first written.

EAST-CENTRAL IOWA REC

By: _____ By: _____
Seller - (Cooperative Authorization) Title Consumer Title*

If submitting by email, please type your legal name in place of your signature above.

*If other than President, Vice-President, Partner or Owner; a Power of Attorney must accompany contract.