

AGREEMENT FOR ELECTRIC SERVICE
WITH
SOUTHERN PIONEER ELECTRIC COMPANY
PO Box 1177
1490 General Welch Blvd
Liberal, KS 67905
PO Box 347
3997 NE Well Rd
Medicine Lodge, KS 67104

The undersigned (hereinafter "Customer") hereby makes application to the Southern Pioneer Electric Company, (hereinafter "Company") for electric service upon this terms and conditions:

1. PAYMENT – The Customer will, when electric energy becomes available, purchase from the Company all electric energy used on the premises and will pay therefore monthly at rates and terms which are filed with and approved by the Kansas Corporation Commission.
2. WIRING – The Customer will cause the premise(s) to be wired in conformance with the National Electrical Safety Code and all applicable City and County specifications.
3. ADDITIONAL PROVISIONS – The Customer of the Company will comply with and be bound by, as though fully set out herein, the Rules and Regulations and Rate Schedules as may, from time to time, be adopted by the Company and filed with the Kansas Corporation Commission.
4. DELIVERY OF SERVICE – The customer will provide a point of attachment for the service wire on a structure (such as a building or pole) which shall constitute the point of delivery to the Customer. Everything beyond the point of attachment is considered customer-owned except for the meter.
5. PERSONAL LIABILITY – The Customer assumes no personal liability or responsibility for any debts or liabilities of the Company, and it is expressly understood that under the law his private property cannot be attached for any such debts or liabilities.
6. SECURITY DEPOSIT – The Company may require the Customer to provide credit information and execute a security deposit agreement prior to rendering electric service. The Company may also require at any time, upon proper notice, a cash security deposit in accordance with the Company's Rules and Regulations. The Customer may provide the Company with a letter of credit or surety bond in lieu of a cash security deposit to the satisfaction of the Cooperative and in accordance with the Company's Rules and Regulations. The security shall be maintained by the Customer for the term of electric service provided under this Agreement and the Company shall be entitled to draw upon the security for application by the Company to satisfy the obligation of the Customer to pay for electric energy used. The security contemplated by this Section 6 constitutes security for, but is not a limitation of, Customer's obligations hereunder, and shall not be the Company's exclusive remedy for Customer's failure to perform in accordance with this Agreement. ACCESS – The Company will have the right of access to the Customer's premises for the purpose of installing, reading, inspecting, repairing any meters, or for any purpose incidental to the electric service supplied by the Company.
7. TERM – The acceptance of this application by the Company shall constitute a binding agreement between the Customer and the Company and the contract for electric service shall continue in force from the date service is made available hereunder to the Customer, and thereafter until canceled by notice given by the Customer to the Company, or by disconnection of the Customer's service by the Company.
8. CONTRACT PERIOD – Not less than one (1) year for single phase service in excess of nine (9) kW demand and for all three phase service.
9. RECONNECTION CHARGE – In the event a customer orders a disconnection and reconnection of service at the same premises within a period of twelve (12) months, the Company may collect as a reconnection charge the sum of such minimum bills as would have accrued during the period of disconnection.
10. DEFAULT and COLLECTION COSTS – Overdue balances will result in disconnection of electric service. Upon disconnection of service and non-payment of any balance as billed, Southern Pioneer Electric Company may take legal action, including the initiation of a suit for collection, against Customer, and that such action may include a claim for collection expenses, including reasonable attorney fees and all costs.
11. OUTSTANDING BALANCE – Any outstanding balance left on this agreement at the time of disconnection, up to five (5) years old, must be paid in full before service will be granted at any location in our service territory.

*SUCCESSION – This Agreement may be assigned by the Customer only with the consent of the Company but shall be binding upon and come into effect to the benefit of the successors, legal representatives, heirs, devisees and assigns of the respective parties hereto.

*WAIVER – No representative, agent, or employee of the Company shall have the power to amend, modify, alter, or waive any of the provisions or terms of this contract or any of the general terms and conditions relating not herein contained. Any promises, agreements, or representations made by any representative, agent, or employee of the Company not herein set forth shall be void and of no effect.

*COMPLIANCE – Failure on the part of the Customer to accept service from the Company, to comply with the Rules and Regulations, or to carry out the terms and conditions set forth in this contract will result in refusal of service or disconnection of service pursuant to KCC approved Rules and Regulations

Initials _____ Initials _____

Southern Pioneer Electric Company

Account Tax Setup



Instructions: Please fill out this form in its entirety to ensure accurate billing and return to Southern Pioneer Electric Company. If you should have any questions regarding this form, please contact the Billing Department at (620)356-1211, extension 280.

P.O. Box 430
Ulysses, KS 67880
Phone: 620-356-1211
Fax: 620-356-1858
www.southernpioneer.net

Name Account Will Be Billed To:

Physical Address/Description
Location of Service:

Account Description:
(Ex: Irrigation well, home, grain bin, etc.)

Account Category (Check One) *ST-28B Exemption Form Required

- Residential** (Ex: Home, Residential Water Well, Residential Garage, Church Parsonage, Church Rectory, Church Parish)
- Agriculture*** (Ex: Stockwell, Arena, Corrals, Fence Charger, Feedlot, Grain Storage Facility, Farm Shop)
- Consumed in Production*** (Ex: Sprinkler, Tail-Water Pit, Irrigation Well, Commercial, Restaurant)
- Government*** (Ex: U.S. Government, State of Kansas and Kansas Political Subdivisions, Counties, Cities)
- Hospital*** (Ex: Nonprofit Hospital, Hospital-Owned and Operated Clinic)
- Interstate Commerce*** (Ex: Push Oil or Gas Through an Interstate Pipeline, if Pipeline is Registered with FERC)
- Oil & Gas*** (Ex: Pumps that Remove Oil or Gas from the Ground)
- Religious*** (Ex: Church Buildings)

Note: Parsonages, Rectories, and Parishes are considered Residential, therefore, they are not Exempt.

- Resale*** (Ex: City Utility Company)
- School*** (Ex: Nonprofit, Public or Private, Elementary or Secondary Schools; Nonprofit College)

Note: For-Profit Schools and Home Schools do not Qualify for Exemption.

Is Account Tax Exempt?

- Yes No

Tax exemption is subject to approval by the Kansas Department of Revenue.

Until such time as a completed exemption form is received by Southern Pioneer Electric, this account will be fully taxed. As a courtesy, Southern Pioneer Electric will set the account as exempt upon receipt of a completed exemption form. In the event the exemption is denied by the Kansas Department of Revenue, all applicable taxes will be applied to the account retroactively as allowed by the State of Kansas Statute of Limitations.

I understand that it is my responsibility to provide the correct information to Southern Pioneer Electric Company regarding this account, and understand it is my responsibility to submit the completed exemption form to Southern Pioneer Electric. I acknowledge receipt of an exemption form, if applicable. When there is a change in the exempt percentage, it is my responsibility to immediately file a revised exemption form with Southern Pioneer Electric.

Customer Signature

Date

**Agreement for Electric Service and with
Southern Pioneer Electric Company**



P.O. Box 430
Ulysses, KS 67880

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6. **SECURITY DEPOSIT** - The Company may require the Customer to provide credit information prior to rendering electric service. The Company may also require at any time, upon proper notice, a cash security deposit in accordance with the Company's Rules and Regulations. Such deposit will bear interest and be refunded in accordance with those Rules and Regulations.
7. **ACCESS** - The Company will have the right of access to the Customer's premises for the purpose of installing, reading, inspecting, repairing any meters, or for any purpose incidental to the electric service supplied by the Company.
8. **TERM** - The acceptance of this application by the Company shall constitute a binding agreement between the Customer and the Company and the contract for electric service shall continue in force from the date service is made available hereunder to the Customer, and thereafter until canceled by notice given by the Customer to the Company, or by disconnection of the Customer's service by the Company.
9. **CONTRACT PERIOD** - Not less than one (1) year for single phase service in excess of nine (9) kW demand and for all three phase service.
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***COMPLIANCE** - Failure on the part of the Customer to accept service from the Company, to comply with the Rules and Regulations, or to carry out the terms and conditions set forth in this contract will result in refusal of service or disconnection of service pursuant to KCC approved Rules and Regulations.

Applicant-Customer Signature Date

Joint Applicant-Customer Signature Date