

PUD #1 OF LEWIS COUNTY  
ELECTRICAL SERVICE APPLICATION AND CONTRACT

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY, herein called "District", and Customer(s) below named, herein called "Customer", agree as follows:

1. This Application is for electrical and associated services (Services) at the account number referenced below.
2. In consideration of the mutual promises, and subject to the limitations herein contained, the District agrees to furnish the Customer, and Customer agrees to buy from the District, exclusively, at the rates established by the District from time to time, all the electric energy required or used at the Service address below referenced until the District is notified in advance by the Customer to discontinue electric service. In the case of residential service, the term "Customer" shall include all adults who now or hereafter reside at the address set forth below. Customer warrants that there are no adults other than those listed below residing at the address set forth below and that if, in the future, any additional adult(s) takes up residence at such address, customer will immediately advise the District in writing of the name(s) of such adult(s). Customer agrees that violation of this provision shall be a valid basis for termination of Customer's electric service.
3. To terminate responsibility for payment for service, the customer must notify the District three (3) days in advance of termination of occupancy or change in the name of the party or parties' responsibility for payment of service. Unless a successor customer applies and qualifies for electrical service for the account, the District shall have the right to terminate service as of the date of termination of occupancy or use, or at any time thereafter. Customer's notice shall be in writing, shall contain the date of termination of service or use, and shall be signed by a Customer signatory to this account. Any signatory to this contract shall have the right to terminate service and the District shall have the right to terminate service without the agreement of any other signatory to this contract. Without the notification required by this paragraph, each of the signatories shall continue to remain responsible for all charges for electrical and associated services for the account referenced below.
4. Rates are as authorized by the appropriate rate schedule for each class of service, and the rates are subject to change by resolution of the PUD Commission. Whenever a new schedule for rates for the same class of service under similar conditions is made effective, the customer shall thereafter pay the new rate.
5. Measurement of energy consumption, maximum demand and power factor shall be by commercially available meters installed by the District as required for each class and type of service. Suitable space for metering shall be furnished by the customer. In the event the Customer's meter seal is broken or there is any tampering with the meter or service, it is agreed that it is presumed that such breaking and/ or tampering is the act of the undersigned, committed for the purpose of obtaining energy without full payment to the District, and the burden of proof shall be on the undersigned to establish that such is not the case. Except for acts by or for the District, the undersigned agrees to pay such minimum mandatory charges as are established from time to time by the District for inspection of service and/ or resealing of customer's meters.
6. The District assumes no obligation or liability for damages to persons or property resulting from the presence of electromagnetic fields or the use of the electric service nor from acts beyond control of the District.
7. The District shall use reasonable diligence to furnish uninterrupted service, but shall not be liable for any interruptions caused by strikes and/ or other labor disputes, accidents or acts of God, or by any cause beyond the control of the District, or by the necessity for making repairs or changes in the District's equipment and facilities, and the customer waives and shall not assert any claims against the District for damages to the customer arising from the causes set forth above or caused by any suspension, interruption, failure or curtailment of service by the District attributable in any manner to national war emergency or regional curtailment, including voluntary cooperation by the District in any method of operation or in any program recommended or action or right of recovery against the District for damages to persons or property arising out of scheduled but unannounced interruption of electrical service, unscheduled interruption of electrical service, or scheduled and announced interruption of electrical service. **In the event interruption of service would result in damage or destruction of property or injury to or death of persons it is the responsibility of the customer to provide such stand-by or alternate source of electricity as will prevent such damage, destruction, injury or death.**
8. The customer hereby grants all reasonably required right-of-way over its property for the installation, maintenance and removal of facilities for the transmission of electricity to the customer's point of delivery. All equipment furnished by District on either side of the point of delivery shall be and remains its property, and at the termination of electric service, the District may but is not required to remove and/ or replace its property. In accordance with the District's tree trimming policy, the Customer hereby grants the continuous right to trim, cut and remove all brush and trees growing within 10 feet of the power line which, in the opinion of the District, may be a menace or danger to said facilities. Customer acknowledges that in the event of a billing error by the District, the Customer shall nevertheless remain responsible to pay for all power consumed at the rate in effect as of the time of the consumption. The failure of the District to bill properly for energy consumption shall not bar the District from recovering from the Customer for all energy used at the account referenced below. In the event the District has reasonable cause to believe that unmetered or improperly metered electrical energy is being used at the account, the District may immediately terminate service without notice. **The District does not determine the safety or electric code compliance of electrical service beyond its equipment. The customer acknowledges that the customer has not relied upon any representation of the district regarding the condition, code compliance or suitability of the electric facilities equipment or appliance beyond the district's facilities**
9. The Customer agrees to use reasonable diligence to protect the District's property from damage, and the District shall have free access to all parts of the premises where its electricity is used to inspect, repair, remove and replace its property.
10. The Customer shall abide by all the policies of the District as adopted from time to time by the Commission of the District. These policies are available and on file in the District's main office in Chehalis.
11. Waiver. A waiver by District of any default or breach hereunder shall not be construed to be a continuing waiver of such default or breach, nor as a waiver or permission, expressed or implied, of any other or subsequent default or breach.
12. Attorney's Fees. In the event of suit based upon this agreement, the prevailing party shall be entitled to recover costs, including but not limited to reasonable attorney's fees.

If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement or the application of the provisions to other persons or circumstances is not affected.