



**INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT
(LOAD CONTROL)**

This agreement, made this _____ day of _____, 20_____, between Butler Public Power District (hereinafter referred to as "DISTRICT") and _____ (hereinafter referred to as "CUSTOMER"), shall continue for a period of one (1) year and thereafter from year to year until terminated by either party giving to the other one (1) month notice in writing.

WITNESSETH;

1. The "INTERRUPTIBLE IRRIGATION SERVICE AGREEMENT" shall not in any manner void or replace the "APPLICATION FOR ELECTRIC IRRIGATION SERVICE", but shall be supplemental to said agreement.
2. CUSTOMER agrees to accept service under the appropriate rate schedule in effect and to abide by the terms and conditions of said schedule. Under this schedule, irrigation pumping service may be interrupted by the DISTRICT during periods of maximum electrical demand as follows:

- | | |
|--|---|
| <input type="checkbox"/> Any time on a stated day of the week, but not in excess of 12 hours per day. (Weekly control) | (1-day, rate 43)
M · T · W · Th · F · S |
| <input type="checkbox"/> Any time on two (2) consecutive days of the week, but not in excess of 12 hours per day. (Weekly control) | (2-day, rate 44)
M,T · T,W · W,Th · Th,F · F,S · S,M |
| <input type="checkbox"/> Any time on three (3) alternate days of the week, but not in excess of 12 hours per day. (Weekly control) | (3-day, rate 46)
M,W,F · T,Th,S |
| <input type="checkbox"/> Any time, on any day of the week, but not in excess of 12 hours per day. (Daily control) | (Daily, rate 45) |

3. CUSTOMER agrees that the DISTRICT may install load control equipment on or near the pump motor controller for the purpose of interrupting irrigation pump service and shall permit the DISTRICT to enter CUSTOMER'S premises at all reasonable times in order to carry out the provisions hereof. Ownership of all required remote control switches will remain with the DISTRICT.
4. Load control equipment shall remain sealed at all times and only opened by an authorized representative of the DISTRICT. Any tampering with or override of the interruptible function of the control unit by unauthorized persons shall be grounds for the DISTRICT to change the CUSTOMER to the "NO CONTROL" rate. The CUSTOMER shall pay any penalty assessable under Nebraska law plus the service charge in effect at the time of the change plus all charges incurred on the "NO CONTROL" rate schedule less any charges paid on the existing rate schedule.
5. If service should be interrupted by causes not reasonably within the DISTRICT'S control, causing CUSTOMER undue hardship, the DISTRICT may upon request of the CUSTOMER temporarily suspend the agreed controlled interruption periods and "override" the control equipment without penalty to the CUSTOMER. Such suspension must be approved by authorized DISTRICT personnel on an individual basis and will only be made if service was inoperative in excess of the hours indicated in paragraph #2 of this agreement.
6. The CUSTOMER agrees that if CUSTOMER cancels this agreement during the irrigation season, the CUSTOMER forfeits all rights under this agreement. If the CUSTOMER wants to change to a lessor interruptible rate during the summer months of June through September, one can make one change per year and sign a new agreement and further agrees to pay the service charge in effect at the time of change and will pay all charges incurred on the applicable rate schedule less any charges paid on the existing rate schedule.
7. CUSTOMER shall hold the DISTRICT harmless for any crop loss or damage which may occur or be alleged to occur as a result of a scheduled interruption of service by the DISTRICT under the terms of this agreement.
8. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first written above.

BY _____
BUTLER PUBLIC POWER DISTRICT

BY _____
OWNER – CUSTOMER

FOR DISTRICT USE ONLY

Well Location: _____ Meter Number: _____ Acct No. _____

7 YR SERVICE CONTRACT	PREV RATE	CURR RATE	NP H.P.	PREV GROUP #	CURR GROUP #	SERVICE ADDRESS
YES NO						

- SEDC LMT Adjustments Text Message % Billing