

Tariff for Electric Service

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401. Electric Service Agreement.

WHARTON COUNTY ELECTRIC COOPERATIVE, INC.

APPLICATION FOR MEMBERSHIP AND/OR ELECTRIC SERVICE AGREEMENT

The undersigned (“Member”), who is not receiving central service at the location in Item 11 below, hereby (applies for membership) (is a member) in Wharton County Electric Cooperative, Inc. (hereinafter called “Cooperative”) and in consideration of the acceptance of this application agrees with the Cooperative as follows:

1. The Member (has paid) (will pay) to the Cooperative a fee of Five Dollars (\$5.00) for membership and other payments indicated in Item 13 below.
2. Service. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Member’s service location. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and Cooperative’s tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE OFFICE IN EL CAMPO, TEXAS. Any tariff provision (including rates) may be changed by action of the Board of Directors of the Cooperative, or by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative. The Cooperative makes no warranty for continuity or quality of electric service and member has by this agreement been made aware that service is subject to disruption or interruption due to unforeseen occurrences. In the instance of such disruption or interruption of electric service, member agrees to be responsible for damages to his property and to install equipment to reduce the possibility of damage. Member may consider lightning

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- and surge protection devices and other protective devices, emergency lighting, emergency batteries and generators, alternate food storage facilities and methods. The Cooperative shall provide reasonable service restoration efforts but in the event of severe storms, mechanical or electrical damage, outages of a few hours to several days has occurred in the past and may occur in the future.
3. Payment. Member agrees to purchase and pay for electric service in accordance with Cooperative's tariff. Periodically, Cooperative will render to Member a statement of services rendered. Member agrees to pay the total amount shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in El Campo, Wharton County, Texas or its authorized agents.
  4. Easement. Member hereby agrees that this application also constitutes an easement to the Cooperative to construct and maintain such poles, lines, meters, switches, and other devices on all real estate owned by Member necessary to provide electric service to Members of the Cooperative. All such facilities shall remain the sole property of the Cooperative. It is further agreed that the Cooperative shall have the right of access to said property and construct, repair and service its facilities; to chemically treat and/or cut or trim trees and shrubbery to the extent necessary to keep them clear of electric line or system, and upon discontinuance of service for any reason, to remove the same at the option of the Cooperative unless needed for service to members of the Cooperative.
  5. Member agrees to comply with and be bound by the Articles of Incorporation and By-laws and all tariffs, rules and regulations, which may from time to time be adopted by the Board of Directors of the Cooperative.

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6. If Applicant, after electric service is available, fails for any reason whatsoever to receive electric energy for a consecutive period of more than one year, then Applicant hereby agrees that such failure may subject his membership in Cooperative to be terminated.
7. Assignment of Capital Credits. Customer hereby assigns and transfers to Cooperative the total book value of capital credits in Customer's account which are available for retirement and agrees said amount shall become due and payable to Cooperative two years after it has made a bona fide attempt to pay said amount to customer and has not succeeded in doing so.
8. Term. This Electric Service Agreement shall continue in force for an initial term beginning on the date service is made available and continuing until \_\_\_\_\_, \_\_\_\_\_. After the initial term, this agreement may be terminated by either party giving one month's written notice.
9. Breach. Upon failure to make payment or perform any obligation under this Agreement the Cooperative shall have the right to discontinue service as well as such remedies as may be provided by law. The Cooperative's LIABILITY is LIMITED as provided in its Tariff. Member warrants that his or her installation (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electric Code as well as applicable laws or ordinances.
10. Succession. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Cooperative.
11. 911 Address \_\_\_\_\_ M.R. \_\_\_\_\_
12. This service is for \_\_\_\_\_

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13. Service Characteristics:

Rate \_\_\_\_\_ Membership \$\_\_\_\_\_ Deposit \$\_\_\_\_\_

Contribution \$\_\_\_\_\_ Monthly/Annual Minimum \$\_\_\_\_\_/\_\_\_\_\_

Connect/Transfer/Trip Fee \$\_\_\_\_\_ Voltage \_\_\_\_\_ Phase \_\_\_\_\_

HP/KVA \_\_\_\_\_ Sales Tax Exempt: Yes \_\_\_\_\_ No\_\_\_\_\_

Load Management \_\_\_\_\_ Security Light \_\_\_\_\_

Other Conditions \_\_\_\_\_

WHARTON COUNTY ELECTRIC  
COOPERATIVE, INC.

Date \_\_\_\_\_

Printed Name

Ind.( ); Corp.( ); Partnership ( ); Other ( )

By \_\_\_\_\_

By \_\_\_\_\_

Authorized WCEC Employee

Signature of Applicant

Title

OPERATION ROUNDUP: Yes\_\_\_\_\_ No\_\_\_\_\_

Member Packet\_\_\_\_\_

Member has received information about the following products and services available through WCEC:

Internet Service \_\_\_\_\_ Solar Water Pumping \_\_\_\_\_ Water Heater Sales \_\_\_\_\_

Member has received the appropriate WCEC Wiring Guide \_\_\_\_\_

**WHARTON COUNTY ELECTRIC  
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M/F Paid \_\_\_\_\_ Deposit \_\_\_\_\_  
C/F or Transfer \_\_\_\_\_ Contribution \_\_\_\_\_  
W.O. or S.O. No. \_\_\_\_\_  
Date Connected \_\_\_\_\_ Reading \_\_\_\_\_  
Additional Contact \_\_\_\_\_  
Relationship \_\_\_\_\_ D.O.B. \_\_\_\_\_  
TDL# \_\_\_\_\_ SS# \_\_\_\_\_  
Employer \_\_\_\_\_ Work Phone \_\_\_\_\_  
Cellular Phone \_\_\_\_\_  
Account # \_\_\_\_\_

Name or Entity \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
TDL \_\_\_\_\_ SSN \_\_\_\_\_  
Federal ID# \_\_\_\_\_  
Agricultural Exempt # \_\_\_\_\_  
Employer \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Cellular Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Password \_\_\_\_\_

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402. Electric Utility Easement and Covenant of Access.

**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

**STATE OF TEXAS**  
**COUNTY OF \_\_\_\_\_**

**DATE:**  
**GRANTOR:** \_\_\_\_\_  
**GRANTOR’S MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**GRANTEE: WHARTON COUNTY ELECTRIC COOPERATIVE, INC.**  
**GRANTEE’S MAILING ADDRESS:** P. O. Box 31  
El Campo, Texas 77437

**KNOW ALL MEN BY THESE PRESENTS:** \_\_\_\_\_  
that the undersigned, hereinafter called “Grantor” (whether one or more) for good and valuable consideration does hereby covenant access to and grant and convey unto WHARTON COUNTY ELECTRIC COOPERATIVE, INC. (hereinafter called the “Cooperative”) an easement and right-of-way upon and across the following described property of grantor:

\_\_\_\_\_  
\_\_\_\_\_

Upon location by GRANTEE of its distribution lines, poles and/or other facilities on said property, the EASEMENT PROPERTY shall be limited to that portion of the property within 10 feet in all directions of Grantee’s lines, poles, guys, anchors, or other facilities on the tract of land described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for the PURPOSE herein stated. This easement shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSE stated below.

**PROJECT:** Electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials.)

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**GRANT:** GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

**PURPOSE:** The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for any use directly related to the PROJECT or financing of the PROJECT, including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT, or any part thereof.

**ACCESS:** GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR also any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other PURPOSE stated above relating to the PROJECT, or any part thereof.

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**TERM:** The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the GRANTEE for a period of 10 (ten) years.

W.O. # \_\_\_\_\_

Map. Ref. \_\_\_\_\_

Easement # \_\_\_\_\_

**TREES:** GRANTEE shall have the right to cut, trim, chemically treat with herbicide, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated, provided that GRANTOR will be provided with at least 3 (three) days advance notice of any chemical treatment and offered an alternative method of removal if GRANTOR does not want chemical treatment.

**STRUCTURES:** GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structures, obstruction or improvement. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal or for the relocation of GRANTEE's facilities if necessary, and this agreement shall be a covenant running with the land for the benefit of GRANTEE.

**MINERALS:** GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

**OWNERSHIP:** GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

**ASSIGNMENT AND MISCELLANEOUS:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural.



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When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

**WARRANTY:** GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

GRANTOR:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ GRANTOR.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return this Document to:

WHARTON COUNTY ELECTRIC COOPERATIVE, INC.  
P. O. Box 31  
El Campo, Texas 77437

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403.

**AGREEMENT FOR INTERCONNECTION AND  
PARALLEL OPERATION OF COGENERATION OR  
SMALL POWER PRODUCTION INSTALLATION; 100 kW OR LESS**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Cooperative" is as follows:

1. Purpose. Producer owns or intends to own and/or operate a qualifying electric power generating installation and desires to interconnect and operate such installation in parallel with Cooperative's electric distribution system. This agreement defines the relationship between the Cooperative and Producer including terms affecting purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.

2. Producer's Generating Installation. The generating installation to which this agreement applies is described as:

- Make \_\_\_\_\_
- Model \_\_\_\_\_
- Serial # \_\_\_\_\_
- Fuel or Energy Source \_\_\_\_\_
- Nameplate Output Rating \_\_\_\_\_ kW
- Operating Voltage \_\_\_\_\_ Volts
- Connection \_\_\_\_\_ Phase
- Located at \_\_\_\_\_

Emergency Contact:

- Name \_\_\_\_\_
- Address \_\_\_\_\_
- Phone \_\_\_\_\_

3. Terms. The Cooperative agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, sales and purchases of electricity will be governed by the Cooperative's Tariff including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction, SAID TARIFF including all service rules, regulations, and rates IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT

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HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICE  
IN EL CAMPO, TEXAS.

4. Interconnection. Prior to interconnection Producer shall have (1) fulfilled all requisites for the provision of electric utility service contained in the tariff; (2) provide an interconnection plan and other information; (3) comply with conditions for line extension; (4) provide satisfactory liability insurance; (5) sign and deliver this Agreement; (6) complete construction; (7) comply with laws; (8) give notice of intent to energize; and (9) eliminate any conditions preventing interconnection. Producer warrants to Cooperative that Producer's power generating installation is constructed and will be maintained in a safe and reliable condition and will comply with the latest applicable codes.

5. Parallel Operation. Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where Producer's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with Cooperative's standard distribution system at the point of delivery and of such quality that Cooperative's system is not adversely affected. Producer shall install and/or pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and meter(s) at all times.

The Cooperative's LIABILITY IS LIMITED in accordance with its tariff and Producer agrees to indemnify and hold the Cooperative harmless from all claims except as specified in the tariff.

6. Purchases of Electricity from Producer. At the option of the Producer, the Cooperative will purchase:

-No output from the generating installation while allowing the Producer to use the output to offset the Producer's total consumption, with the Producer's meter(s) modified to prevent reverse metering;

or

-The net surplus output from the generating installation as measured by a second service meter which records the net surplus output of Producer into the Cooperative's system; where the net surplus is defined to be the accumulated

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instantaneous output of the Producer in excess of Producer's simultaneous instantaneous load;

or

-The output of Producer's generating installation as measured by a second meter which records the output while charging the Producer for the Producer's consumption.

The Cooperative will pay for electricity purchased from Producer at the applicable tariff rate for qualifying power generation installations.

At the option of the Producer, the Cooperative will:

-Credit the value of all output purchased from the Producer's generating installation against the monthly bill for service for the month following receipt of the Producer's meter reading(s) for the monthly billing cycle;

or

-Pay Producer by check for all output purchased from Producer's generating installation within \_\_\_\_ days from receipt of the Customer's meter reading(s) for the monthly billing period.

7. Sales of Electric Service to Producer. Producer agrees to pay for electric service in accordance with the rate schedule applicable to \_\_\_\_\_ class. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Periodically, Cooperative will render to Producer a statement of services rendered. Producer agrees to pay the total amount shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in El Campo, Wharton County, Texas.

8. Term. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Producer and the Cooperative which shall continue in force for an initial term of \_\_\_\_ years (not to exceed 5 years) from the date service is made available by the Cooperative to the Producer. After the initial term, this agreement may be terminated by either party giving at least thirty (30) days written notice to the other.

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9. Breach. The failure or refusal to perform any obligation contained in this agreement shall constitute a breach of this agreement. The parties shall have such remedies for breach as may be provided for at law or in equity. Notwithstanding any other provision of this agreement, Cooperative may discontinue service if Producer has breached any portion of this agreement by failure to make timely payment or otherwise.

10. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Producer and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Producer agrees that it is not relying on any statements not herein contained.

11. Assignment. This agreement shall not be assigned by Producer except in accordance with the Articles, By-Laws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of Cooperative's assigns.

12. Interconnection Cost. Producer agrees to pay for extension of Cooperative's facilities and other interconnection costs as follows:

\$ \_\_\_\_\_ in advance of any work by the Cooperative;

or

\$ \_\_\_\_\_ per month as an increased monthly minimum over and above the applicable minimum stated in the Cooperative's tariff.

13. Receipt of Tariff. Producer acknowledges receipt of a copy of the Cooperative's tariff.

Wharton County Electric  
Cooperative, Inc.

Producer:

By: \_\_\_\_\_  
General Manager

\_\_\_\_\_

**WHARTON COUNTY ELECTRIC  
COOPERATIVE, INC.**

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**RESCINDED**

**July 23, 2014 by WCEC Board of Directors**

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405.

**VERY LARGE POWER SERVICE AGREEMENT**

THIS AGREEMENT is entered into between WHARTON COUNTY ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative") and \_\_\_\_\_ (hereinafter called the "Member"). In consideration of the monies to be paid by Member to the Cooperative, and the mutual covenants, agreements, and obligations of the parties hereinafter set forth, the parties hereto have agreed and do hereby agree as follows:

1. Service. The Cooperative agrees to sell and deliver firm electrical power and energy to Member up to \_\_\_\_\_ kVa for operation of Member's plant located in \_\_\_\_\_ County, Texas, near \_\_\_\_\_, Texas. Service will be alternating current, three phase, sixty hertz, at a nominal voltage of \_\_\_\_\_ volts. Member agrees to take and use electricity exclusively in the operation of the above-described facilities and to pay the Cooperative as provided in this agreement. Member agrees to purchase and receive Member's requirements for electrical power and energy at said facility up to a maximum of \_\_\_\_\_ KVA. The characteristics of service under this agreement are set forth in greater detail in the attached Exhibit A, which is a part of this agreement.
2. Payment.
  - a. The Member agrees to pay the Cooperative the amounts calculated as set forth in the Very Large Power Schedule. It is understood and agreed that these rates may change by action of the board of directors of the cooperative subject to the power of the regulatory authority having jurisdiction thereof, if any.
  - b. The initial billing period shall be the bill issued in \_\_\_\_\_, 20\_\_\_\_, for energy delivered after the last meter reading in \_\_\_\_\_ of 20\_\_.
  - c. Bills for service hereunder shall be paid at the office of the Cooperative in El Campo, Wharton County, Texas. Such payments shall be due and payable in accordance with tariffs on file at the Cooperative Headquarters.
3. Execution and Term. This agreement shall become effective and non-cancelable by either party on the date executed by Customer and shall remain in effect until the expiration of \_\_\_\_\_, 20\_\_ (10) years following the start of the initial billing period and thereafter until terminated by either party on one year's notice.

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4. Demand Ratchet Liability upon Termination. Upon the expiration or termination of this agreement the Cooperative shall calculate the ratchet or take or pay liability or the cost of the cooperative under its wholesale power rate in subsequent periods by reason of Member's demand prior to termination of service and submit said calculation to Member. Member shall within sixty days (60) following submission of said calculation pay the Cooperative an amount equal to the future ratchet liability imposed on the Cooperative by reason of Member's demand during the term of this agreement. This provision is not intended to create any right to terminate the agreement other than the time and in the manner provided in paragraph 3.
5. Membership. Member shall become a member of the Cooperative and be bound by the provisions of the articles of incorporation and by laws of the Cooperative and by such rates, regulations, and tariffs as may from time to time be adopted by the Cooperative.
6. Additional Terms. The electrical service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service and the Cooperative's service regulations and all billing adjustment provisions on file at the Cooperative's Headquarters including any and all amendments that may hereafter be approved and ordered by the Cooperative's Board of Directors or other regulatory authority, having jurisdiction to do so; provided, however, in the event of express conflict between such service regulations and any provision of this agreement, the terms of this agreement shall be controlling. SAID SERVICE REGULATIONS ARE A PART OF THIS AGREEMENT AND ARE ON FILE AND AVAILABLE AT COOPERATIVE'S OFFICES IN EL CAMPO, TEXAS.
7. Succession and Approval. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.



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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 above written.

WHARTON COUNTY ELECTRIC  
COOPERATIVE, INC.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Member

By: \_\_\_\_\_

\_\_\_\_\_  
Title of Officer

Date: \_\_\_\_\_

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406. Deferred Payment Agreement.

It is recognized by Wharton County Electric Coop., Inc. and (Name) \_\_\_\_\_, Account # \_\_\_\_\_, that a deferred payment agreement in the amount of \$ \_\_\_\_\_ is due and payable by the due date agreed upon by both parties.

Deferred Payment Amount: \$ \_\_\_\_\_ Number of Installments: \_\_\_\_\_

Payment Agreement: \$ \_\_\_\_\_ Billing Date: \_\_\_\_\_

In accordance with Wharton County Electric Cooperative, Inc. tariff manual Section 351.1B, in lieu of payment, I, the undersigned agree to pay \$ \_\_\_\_\_ on each of my next \_\_\_\_\_ electric bills for a total of \$ \_\_\_\_\_. Failure to pay this amount, plus the current electric bill will make my service subject to disconnection in accordance with Sub Rule 23.46.

If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact Wharton County Electric Coop., Inc. immediately and do not sign this contract. If you do not contact our office, or if you sign this agreement, you give up your right to dispute the amount under the agreement except for the utility's failure or refusal to comply with the terms of this agreement.

Date: \_\_\_\_\_, 2 \_\_\_\_\_

Social Security # \_\_\_\_\_

By: \_\_\_\_\_  
*Wharton County Electric Coop., Inc.*

By: \_\_\_\_\_  
*Member Signature*

**FOR OFFICE ONLY**

Mail \_\_\_ Phone \_\_\_ Office \_\_\_ DL# \_\_\_ Copy \_\_\_ Approved \_\_\_

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407. Deferred Deposit Agreement

It is recognized by Wharton County Electric Coop., Inc. and (Name) \_\_\_\_\_, Account # \_\_\_\_\_, that a deferred deposit agreement in the amount of \$ \_\_\_\_\_ is due and payable by the due date agreed upon by both parties.

Deferred Deposit Amount: \$ \_\_\_\_\_ Number of Installments: \_\_\_\_\_

Payment Agreement: \$ \_\_\_\_\_ Billing Date: \_\_\_\_\_

In accordance with Wharton County Electric Cooperative, Inc. tariff manual Section 351.1B, in lieu of a deposit, I, the undersigned agree to pay \$ \_\_\_\_\_ on each of my next \_\_\_\_\_ electric bills for a total of \$ \_\_\_\_\_. Failure to pay this amount, plus the current electric bill will make my service subject to disconnection in accordance with Sub Rule 23.46.

If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact Wharton County Electric Coop., Inc. immediately and do not sign this contract. If you do not contact our office, or if you sign this agreement, you give up your right to dispute the amount under the agreement except for the utility's failure or refusal to comply with the terms of this agreement.

Date: \_\_\_\_\_, 2 \_\_\_\_\_

Social Security # \_\_\_\_\_

By: \_\_\_\_\_  
*Wharton County Electric Coop., Inc.*

By: \_\_\_\_\_  
*Member Signature*

**FOR OFFICE ONLY**

Mail \_\_\_\_\_ Phone \_\_\_\_\_ Office \_\_\_\_\_ DL# \_\_\_\_\_ Copy \_\_\_\_\_ Approved \_\_\_\_\_

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408. Contract of Guaranty in Lieu of Residential Service Deposit.

Part I – Guarantor Information

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Account # \_\_\_\_\_

Part II – Member Information

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Account # \_\_\_\_\_

Part III – Terms and Conditions

I, the undersigned GUARANTOR hereby absolutely, irrevocably, and unconditionally GUARANTEE WHARTON COUNTY ELECTRIC COOPERATIVE, INC. (WCEC) PAYMENT BY MEMBER OF ALL CHARGES FOR ELECTRIC SERVICE for which the Member may become liable, up to the maximum amount of \$\_\_\_\_\_. I understand that this guarantee applies to the above captioned account and to any and all services and/or accounts that the Member may from time to time be furnished during the term of this contract.

I hereby understand that if the Member shall at any time be in default in the payment of charges for above mentioned service, I will immediately pay all outstanding charges to WCEC up to the maximum amount stated herein. I understand that if I default in making such payment, the amount, up to the maximum stated herein, will be transferred to any account that I may have with WCEC. I further understand that my electric service is subject to suspension, after proper notification pursuant to Sub Rule 23.46(e)(4), if I do not pay the amount of the deposit guarantee when due.

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I understand that this contract will become void when bills for the Member have been paid for twelve (12) consecutive residential billings without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent.

The above has been fully explained to me.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Signature of Guarantor: \_\_\_\_\_

Signature of Cooperative Representative: \_\_\_\_\_

**Part IV – Accounting Disclosure Information**

The undersigned Member hereby authorizes WCEC to disclose, at any time during the period this contract of guaranty remains in effect, the nature of the charges and the amount due and outstanding on the Member's account to the Guarantor.

The undersigned Member further agrees and acknowledges that WCEC's acceptance and/or enforcement of this contract of guaranty shall not in any way relieve Member from liability for all charges for services furnished to Member or constitute a waiver by WCEC of any of its rights on account of Member's liability.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Member \_\_\_\_\_