



Kerrville Public Utility Board Agreement for Electric Service

The undersigned (the "Customer") hereby applies to the Kerrville Public Utility Board ("KPUB") for electric service at the address herein specified and agrees that such service shall be supplied and used in accordance with the terms and conditions of this agreement and KPUB's Service Regulations. Customer, Cosigner, and other responsible parties jointly and severally agree to pay for such service pursuant to KPUB's Rate Schedule for the class of service supplied hereunder. KPUB's Service Regulations and Rate Schedule are both incorporated herein by reference and made a part hereof and are now on file with the City of Kerrville, Texas, the City of Ingram, Texas, and at the KPUB office.

Customer Information

Name (of Business if Commercial)			Name of Owner (if Commercial)		
Service Address		City	SSN - -	Home () - Phone -	
Subdivision	Lot	Block	DOB - -	Work () - Phone -	
Mailing Address			DL#	ID# (If Commercial)	
Employer	Area Lighting Y / N		Previous Utility	Established Credit Y / N	

If Commercial, check type of entity:

- | | | |
|--|--|--|
| Sole Proprietorship (SSN) <input type="checkbox"/> | Texas Corporation <input type="checkbox"/> | General Partnership <input type="checkbox"/> |
| Limited Partnership <input type="checkbox"/> | Limited Liability Company <input type="checkbox"/> | |

Spouse or Roommate(s) Information

Name	SSN - -	DOB - -	DL#	Work () - Phone -
Name	SSN - -	DOB - -	DL#	Work () - Phone -

Other Responsible Party or Co-Signer

Name	SSN - -	DOB - -	Home() - Phone -
Address	Account	DL#	Work () - Phone -

Contact Person or Relative

Name	Address	Phone() -
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Initial Appropriate Box(es) Below

- YES** - I am over 60 years and want my account to be penalty exempt. I understand that a late reminder is still mailed and the service will be disconnected if not paid by the date specified on the late notice.
- YES** - Bank draft my account. Attached is a voided deposit slip for bank account verification.
- YES** - I agree to have KPUB acquire my credit report for identification verification purposes.
- YES** - I agree to allow KPUB to release my account usage.

*All personal information on this account is to be confidential to the extent provided by law and in accordance with KPUB's Privacy Policy.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

THIS AGREEMENT IS EXECUTED AND EFFECTIVE

AS OF _____, 20_____

_____ Customer

_____ KPUB Representative

_____ Customer Representative

_____ Responsible Party or Co-Signer

_____ Title of Representative

Account Information	Connect Date:	Account #	New Account \$15.00		\$.00
			New Service \$30.00		.00
Route	Sequence	Service Order #	Temp. Serv. \$30.00		.00
			Deposit - 1/6 of annual	235030	.00
Rate Code	Map Location #	Tax Exempt (Y / N)	TOTAL AMOUNT		Cash or Check \$.00

Terms and Conditions

PAYMENTS AND COMMUNICATION

Customer, Cosigner, and other responsible party shall pay KPUB monthly for service rendered, at the rates and upon the terms and conditions of the KPUB Service Regulations and paid for pursuant to KPUB's Rate Schedule for the class of service supplied hereunder. KPUB's Rate Schedules and Service Regulations are both incorporated herein by reference and made a part hereof and are on file at KPUB's offices and at the City of Kerrville. All references to KPUB's Rate Schedules and Service Regulations contained herein shall be to those then in effect.

The initial billing period hereunder shall start when Customer begins using electric power and energy, or 30 days after KPUB notifies Customer in writing that such service is available hereunder, whichever shall occur first.

Bills for utility service hereunder shall be due and payable at the office of KPUB, 2250 Memorial Blvd., Kerrville, Kerr County, Texas, monthly in accordance with the KPUB's Rate Schedules and Service Regulations. Customer, Cosigner, and other responsible party agrees to pay for same as measured by KPUB's meter according to Rate Schedules of KPUB. Service under this agreement may be disconnected for nonpayment. If service is disconnected for nonpayment, a currently approved reconnect charge plus the account balance due will be collected by KPUB before elective service will be restored. In the case of discontinuance or termination prior to a contracted period, the Customer, Cosigner and other responsible party will owe KPUB not only the amount due for service hereunder, but as liquidated damages to KPUB and not as a penalty, a further sum equal to the minimum amounts guaranteed under KPUB's Rate Schedules then in effect.

Any communication between KPUB and Customer and payments provided for herein to be given or made, may be given or made by mailing the same to KPUB at KPUB's offices and to Customer at Customer address specified on the reverse side hereof or at such other addresses as either party may in writing hereafter indicate to the other as hereafter provided. It is the Customers responsibility to deliver current billing payments to the KPUB office before 5:00 P.M. or the designated collection points by the time posted at the designated location on or before the due date as noticed on the billing. Any notice to be given or to be served upon any party hereto, in connection with this agreement, must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses specified on the reverse side hereof. Either party may, at any time by giving five (5) days written notice to the other party, designate any other addresses in substitution of such addresses to which such notice, communication or payment shall be given.

EASEMENTS AND SERVICE PROVIDED

Customer hereby grants KPUB right-of-way and easement necessary for service by KPUB hereunder, over, on or upon the land at the Service Address and adjoining land owned, leased, or controlled by Customer including, upon the termination of this agreement for any reason the right to remove from such premises all meters and other property of KPUB. Customer agrees to permit authorized agents of KPUB free access to such premises of Customer for the purpose of connecting, inspecting, testing, reading, repairing or removing the meter or other property of KPUB, and Customer expressly agrees not to permit anyone other than authorized agents of KPUB to molest or otherwise tamper with property of KPUB or to remove its seals from same. KPUB shall have the right, but shall not be obligated, to inspect any installation before electric service is introduced, or at any later time, and reserves the right to reject any wiring or appliances not in accordance with KPUB's standards, but such inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render KPUB liable for any loss or damage, resulting from defects in the installation, wiring or appliances or from violation of KPUB's Rules and Regulations, or from accidents which may occur upon Customer's premises. KPUB makes no warranty that the electric service to be furnished hereunder is of merchantable quality or that the same can be used for any particular purpose and KPUB DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KPUB does not guarantee continuous service, and will not be liable for loss or damage caused by unavoidable accident, or causes which KPUB could not reasonably have foreseen and guarded against.

The obligation of KPUB hereunder shall be suspended to the extent that KPUB is hindered or prevented from complying therewith, and KPUB shall not be responsible for any losses resulting from, labor disturbances or

differences with workmen or employees, including strikes and lockouts, acts of God, fires, embargo, storms, accidents, federal, state, municipal or other governmental action, statutes, ordinances, regulations, by lack of or inability to obtain raw materials, labor, fuel or supplies, or interferences or any other contingency, circumstance or cause whatsoever beyond the control of KPUB. Customer hereby waives any existing and future claims and offsets against the sums or other payments due hereunder, and agrees to pay same and other amounts regardless of any offset for claim that may be asserted by Customer. No delay or omission to exercise any right, power or remedy accruing to KPUB on any breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of KPUB of any provision or condition of this agreement must be in writing and shall be effective only to the extent set forth specifically in such writing. All remedies, either under this agreement or by law, or otherwise afforded to KPUB, shall be cumulative and not alternative.

All easements, contracts, customer contributions and fees, inspections, and other required items or transactions must be completed and submitted to KPUB before service can be provided.

Applications requiring a line extension may require up to 90 days to provide service. Generally, all requests are filled on a first come, first served basis.

The point of delivery for electric service and the meter location shall be determined by KPUB. KPUB will issue a meter socket for permanent service to be installed by customer to KPUB specifications.

DEPOSITS

Customer hereby delivers to KPUB the Deposit referenced herein as deposit to guarantee the payment of any and all indebtedness payable to Customer to KPUB including, without limitation, indebtedness for electricity and other service, which may be, or become, due and payable to KPUB by Customer. This Deposit is made with the express understanding and agreement that KPUB is hereby given the right and privilege to use said sum of money in any way or manner it may desire while the same is on deposit, including without limitation the offset of the Deposit against any sum or obligation payable to KPUB under this agreement. The Deposit may be commingled with other funds of KPUB and will be held without interest accruing on the balance. Upon termination of this agreement the Deposit will be returned to Customer less all offsets and sums payable to KPUB.

In the event Customer has paid bills for twelve (12) (24 for commercial accounts) consecutive months without having service being disconnected for payment or without having more than two occasions in which a bill was delinquent, the deposit shall be refunded.

DEFAULT

On the happening of any default or failure to comply with or meet any KPUB Service Policy by Customer, KPUB may without notice or demand terminate service and pursue any remedy or combination of remedies, at law or in equity, available to KPUB.

AGREEMENT

This agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein, by other written agreement, or by change of the KPUB Rates and Tariffs. If any provision herein is for any reason held to be illegal, unenforceable or invalid in any respect, it shall be considered deleted herefrom and shall not affect or invalidate the provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter, and vice versa.

This agreement is not assignable by Customer except by written consent of KPUB.

This agreement is performable in Kerr County, Texas. Venue of any litigation arising hereunder shall be in Kerr County, Texas. In the event of any action filed in relation to this agreement, Customer, in addition to all other sums that Customer may be called on to pay, will pay to KPUB a reasonable sum for KPUB's attorneys' fees and expenses incurred in connection therewith.

This agreement shall become effective on the date of execution and acceptance by KPUB, and shall continue from thereafter until terminated, as herein provided or by Customer, provided that such termination shall not release or terminate any obligation payable on or prior to termination.