

**AGREEMENT FOR ELECTRIC SERVICE TO IRRIGATION PUMP**

AGREEMENT made \_\_\_\_\_, between Central New Mexico Electric Co-Op, Inc., a New Mexico cooperative corporation (“Seller”), and \_\_\_\_\_/\_\_\_\_\_/an individual(s),  
/\_\_\_\_\_/a partnership,/\_\_\_\_\_/a corporation  
/\_\_\_\_\_/a public agency, /\_\_\_\_\_/an association (“Consumer”) whose address is \_\_\_\_\_, and the Legal Owner, if other than the Consumer.

The Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for electric power and energy sufficient to operate a 100/50-horsepower irrigation pump motor at the location hereinafter described under the following terms and conditions.

**1. SERVICE CHARACTERISTICS**

- A. Service hereunder shall be alternating current, \_\_\_\_\_-phase, sixty cycles, \_\_\_\_\_volts.
- B. The Consumer agrees that the production, or use of any electric energy interconnected with the Seller’s facilities on these premises, regardless of the source thereof, shall be subject to the inspection, approval, and regulation of the Seller.
- C. During the Non-Irrigation Season this service may be used as stipulated in Rate Codes and the Seller’s Irrigation Policy as the same may from time to time be amended.

**2. MEMBERSHIP, PAYMENT AND SECURITY**

- A. The Consumer hereby applies to Central New Mexico Electric Co-Op, Inc., for electric service to be supplied at the location herein described and for membership in the cooperative, and agrees to be bound by the Cooperative’s Articles of Incorporation, By-Laws, Rules, Regulations, and Policies, as the same are now and hereafter adopted or amended.
- B. Consumer shall pay the Seller for services hereunder at rates and upon the terms and conditions set forth in Seller’s Rate code 26, as amended or modified.
- C. Consumer shall pay a seasonal minimum charge based upon the total KVA of the transformers times \$1.55 plus \$50.00 service charge per month for a period of not less than six (6) months per calendar year. However, in no case will the seasonal minimum charge be less than as provided in the Rate Code.
- D. The initial monthly billing period shall start when service becomes available to the Consumer during an irrigation season, or at the commencement of the irrigation season after Seller first makes service available to the Consumer hereunder, whichever shall occur first. If service becomes available 30 days or more after the commencement of the irrigation season, any yearly minimum charge for the initial season shall be prorated based on a ratio where the numerator is the time the service is available or furnished hereunder during the initial irrigation season and the total in a full irrigation season is the denominator.

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- E. Bills for service hereunder shall be paid monthly at Seller's offices in either Mountainair or in Moriarty, New Mexico, within fifteen (15) days after the bill is mailed to the Consumer. If the Consumer fails to pay any bill within the fifteen (15) day period, Seller may discontinue service hereunder by giving five (5) days notice in writing to the consumer. Such discontinuance of service shall not relieve the Consumer of any of his obligations under this Agreement and other documents expressly incorporated herein by reference.
- F. The Consumer acknowledges that, at any time, the Seller may apply to the New Mexico PUC to adjust the rates for service and/or its service rules, regulations, and policies applicable to the Consumer.
- G. The prepayment of any annual seasonal minimum charge shall be due and payable pursuant to the rates, rules, regulations and policies of the Seller, whether or not service is actually used. If any annual seasonal minimum charge has been prorated in the initial season, the full prepayment for the seasonal minimum bill shall be paid to the Seller before connection of service. Irrigation services will be energized each season in accordance with the terms of the then current Irrigation Policy.
- H. The Seller shall make a reasonable effort to have available electric power on or about the date of the Consumer's written request. When construction is required, service will be made available as soon as possible contingent upon the timely delivery of materials and any other force majeure as defined in Paragraph 3 below.
- I. If any default be made in any installment or other payment for having service available or for service pursuant hereto, and such default is not cured within thirty (30) days of the mailing of written notice, certified mail return requested, to the last address of Consumer as set forth on the books of the Seller, then, without further notice or demand, the entire unpaid balance payable under the Agreement and any accrued interest thereon, shall, at the Seller's option become immediately due and payable.

**3. FORCE MAJEURE**

Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, however, if Seller is unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed the obligations of the Seller, so far as they are affected by such force majeure, shall be suspended during the continuance of any such inability.

The term "force majeure" as employed herein shall mean acts God, strikes or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples, civil disturbances, explosions, breakdown of machinery or equipment, failure, decrease or interruption of power supply, and any other causes, whether of the kind herein enumerated, or otherwise, not within the control of the Seller and which by the exercise of due diligence the seller is unable to prevent or overcome; and such term likewise includes (a) in those instances where the Seller is required to obtain easements, rights-of-way grants, permits or licenses to enable the Seller to fulfill its obligations

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hereunder, the inability of the Seller to acquire, or the delays of the Seller in acquiring, after the exercise of reasonable diligence, such easement, rights-of-way grants, permits or licenses, and (b) in those instances where the Seller is required to furnish materials and supplies for the purpose of construction or maintaining facilities or is required to secure permits or permission from any governmental agency to enable the Seller to fulfill its obligation hereunder, the inability of the Seller in acquiring, after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

**4. SUCCESSORS**

This Agreement shall be binding upon the inure to the benefit of all of the parties, hereto, their heirs, personal representations, successors and assigns; and to the successor in interest of the lands herein described.

**5. RIGHT OF ACCESS**

Consumer and owner shall grant an adequate, recordable easement for the Seller's lines and facilities and maintenance thereof, and authorized representatives of the Seller shall be permitted to enter the consumer's premises at all reasonable times in order to carry out the provisions hereof.

**6. OWNERSHIP**

The legal owner of the property is \_\_\_\_\_, / \_\_\_\_\_ / and individuals(s), / \_\_\_\_\_ / a partnership, / \_\_\_\_\_ / a corporation, / \_\_\_\_\_ / a public agency, / \_\_\_\_\_ / an association, / \_\_\_\_\_ / whose address is: \_\_\_\_\_.

**7. TERM**

This Agreement shall become effective on the date service first becomes available and shall remain in effect for a period of two years. The Consumer shall be notified of the date that begins the terms of the Agreement during the initial irrigation season. Service after the term of this Agreement may continue on a year-to-year basis under the provisions of the Rate Code, and under the terms of the Irrigation Policy, Rules and Regulation of the Seller, as the same may from time to time be amended or revised.

**8. LAND DESCRIPTION**

The pump will serve \_\_\_\_\_ irrigated acres located in the of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, \_\_\_\_\_ county, State of New Mexico. The well and pump will be located approximately \_\_\_\_\_ feet from the \_\_\_\_\_ corner of the \_\_\_\_\_ 1/4 of said Section \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Seller:**  
**Central New Mexico Electric Cooperative, Inc.**

By: \_\_\_\_\_  
Name Title

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\_\_\_\_\_ INITIAL

**Owner:** \_\_\_\_\_

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

**Consumer:** \_\_\_\_\_

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

STATE OF NEW MEXICO)  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of **Central New Mexico Electric Cooperative, Inc.**, a New Mexico cooperative corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGMENT FOR NATURAL PERSONS**

STATE OF NEW MEXICO)  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGEMENT FOR CORPORATION**

STATE OF NEW MEXICO)  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_