

EL PASO ELECTRIC COMPANY  
ORIGINAL SAMPLE FORM NO. 16  
CANCELLING REVISED SHEET NO. 555

AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE

Page 1 of 1

(See Attached)

EFFECTIVE BY OPERATION OF LAW  
SEC. 62-8-7 AND G. O. NO. 2, SEC. 20  
DATE **SEP 20 1984**  
NEW MEXICO PUBLIC SERVICE COMMISSION

Advice Notice No. 112

Signature/Title *Malcolm J.*

Vice President

# Agreement for the Purchase of Electric Service from El Paso Electric Company

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between EL PASO ELECTRIC COMPANY, a Texas Corporation (hereinafter called "Company"), and \_\_\_\_\_  
(hereinafter called "Customer").

WITNESSETH: That, in consideration to the premises, covenants, and agreements herein contained, the Company and Customer mutually agree to and with each other as follows:

## ARTICLE I

*Term* The term of this agreement shall be for an initial period of \_\_\_\_\_ years from \_\_\_\_\_, 19\_\_\_\_, and shall continue thereafter from year to year, unless a written notice to the contrary is given by either party to the other at least thirty (30) days prior to the expiration of the original term or of any renewal thereof.

## ARTICLE II

*Service Specifications and Point of Delivery* Said electric energy, up to a maximum load of approximately \_\_\_\_\_ kilowatts, shall be furnished in the form of \_\_\_\_\_ phase alternating current at a nominal voltage of \_\_\_\_\_ volts and a nominal frequency of 60 cycles per second at a convenient point on the Customer's premises located at \_\_\_\_\_

## ARTICLE III

*Type of Service* Electric energy furnished under this agreement shall be served through one main circuit and only at the voltage specified in Article II and no resale of electric energy shall be permitted. The Company agrees to sell to the Customer electric energy for its entire power and lighting requirements at its local \_\_\_\_\_ at \_\_\_\_\_ unless otherwise agreed in writing, and the Customer agrees to pay therefor, subject to and in accordance with the terms of this Agreement.

## ARTICLE IV

*Rates* The Customer agrees to pay the Company for all electric energy delivered in accordance with the terms of this agreement as specified by the rates and provisions attached hereto, which are made a part hereof and are designated as follows: \_\_\_\_\_

It is understood and agreed, however, that if said rates or provisions are ordered or authorized changed by any competent governmental, regulatory, or other body having jurisdiction in the premises, such change will be applied as if incorporated as a part of this agreement.

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## ARTICLE V

The electric energy furnished hereunder shall be measured at the voltage specified in Article II by such meter or meters as the Company may install.

In case of question as to the accuracy of the Company's measuring instruments, either party shall have the right at any time, upon giving 48 hours' written notice to the other party, to have them tested, and if necessary recalibrated, with both parties represented at the test.

If the Company's measuring instruments fail to register at any time during any month, the power delivered during such month shall be estimated upon the basis of the amount of power delivered during the last preceding or next succeeding period of one month that the customer's plant is operated under conditions similar to those existing during the month in which said instruments failed to register. When the Company's measuring instruments fail to register accurately due to improper installation, testing or inspection of measuring instruments, the date of the installation, test or inspection shall be the starting point for determination of the allowance or additional charge for power delivered. In other cases if it shall be shown by testing that any of the measuring instruments are inaccurate and the date when the inaccuracy began cannot be determined, proper allowance as shown by test to be necessary shall be made to the party entitled thereto on the basis of the assumption that the error has existed for a period equal to one-half of the time elapsed since the meter was installed, or one-half the time elapsed since the last previous test, whichever is later, but such allowance shall be limited to the preceding six months from the time the inaccuracy is verified by testing. No allowance or additional charge for power delivered shall be made the customer unless the error of the measuring instrument or instruments exceeds 2 percent. No allowance or additional charge will be made on any bill on account of claim for inaccuracy of measurement unless the customer or Company shall in writing request such allowance or additional charge within 30 days from the time the alleged inaccuracy is verified by testing.

## ARTICLE VI

The Customer agrees not to connect to the Company's service any motors or other apparatus that have not had the approval of the Company, and further shall not install electrical apparatus on the lines of the Company that will in any way cause undue fluctuation of voltage on the distribution system of the Company, or that will interfere with the successful operation thereof.

## ARTICLE VII

The Company will endeavor at all times to provide a regular and uninterrupted supply of electric service, but in case the supply of service shall be interrupted, or be irregular, or be defective or fail, as a result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, acts of God or a public enemy, or other acts or conditions beyond the Company's control, or as the result of the ordinary negligence of any employee, servant or agent of the Company, or as the result of the voluntary cooperation by the Company in any method of operation or in any program recommended or requested by civil or military authorities during a national, state or local emergency, the Company shall not be liable to the Customer hereunder. Furthermore, the Company shall not be liable for damages occasioned by interruption of service when such interruptions are necessary to make repairs or changes in the Company's equipment and facilities. The Customer hereby expressly waives any right to assert claims against the Company for damages caused by any interruption, irregularity, defect or failure described in this paragraph.

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## ARTICLE VIII

If the Customer shall make default in the performance of any of his obligations under this agreement, the Company may suspend service, such suspension not to interfere with the enforcement by the Company of any rights under this agreement or of any other legal right or remedy. Any delay by the Company in enforcing any of its rights hereunder shall not be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults be deemed a waiver of any other or subsequent default.

Should the Customer at any time be in default in the payment of sums due under this agreement, and should such default continue for 10 days after written notice from the Company specifying the default and demanding that the same be made good, then this entire agreement shall, at

metering

Installation  
and  
Apparatus

Interruption  
of Supply

Default by  
Customer

the election of the Company, be wholly at an end and the parties shall thereby be severally released from all obligations hereunder, save in rights of action then already accrued.

Any dispute with reference to the amount due for power shall not excuse the Customer from paying, at the time when payment is called for by this agreement, the amount stated by the Company to be due, but the Customer shall be entitled to recover any amount which he may have paid in excess of the amount actually found to be due.

ARTICLE IX

*Suspension of Service*

In case the Customer is unable to operate his plant or other equipment in full or in part by reason of accident, act of God, fire, or strike of the Customer's employees, or other cause beyond the reasonable control of the Customer and without his neglect the Company will sell and deliver to the Customer electric service to be used at the plant being served under this agreement during such time as may be reasonably necessary to correct any of the aforesaid conditions on any of the Company's standard rate schedules applicable to the then existing conditions rather than at the rate schedule and under the terms and conditions provided for in this agreement, but it is agreed that for every month or portion thereof during which service is furnished the Customer under this article this agreement shall be extended for a corresponding period beyond its expiration date.

ARTICLE X

*franchises*

The covenants of the Company herein contained are conditional upon its securing, at a cost agreeable to it and intervening property owners without expropriation, the necessary rights of way, privileges, and franchises to enable it to make delivery under this agreement.

ARTICLE XI

*liability*

The electric energy supplied under this agreement is supplied by the Company and purchased by the Customer upon the express condition that the energy so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer, to be used only as herein provided; and the Company shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Customer's premises, or elsewhere, after it passes the Company's metering equipment, or other point of delivery; or for any loss or damage resulting from the presence, character, or condition of the wires or appliances of the Customer, or for the inspection or repairs thereof.

ARTICLE XII

*Assignment*

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but the Customer shall not assign any of his rights under this agreement without the written consent of the Company.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their officers, each thereunto duly authorized, the day and year first above written.

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CUSTOMER

By \_\_\_\_\_

EL PASO ELECTRIC COMPANY

By \_\_\_\_\_

**Electric Service Agreement**

**BETWEEN**

**El Paso Electric Company**

**AND**

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

Premises \_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_

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

GUYNES—EL PASO

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