EL PASO ELECTRIC COMPANY
ALTERNATE TIME-OF-USE SERVICE AGREEMENT

Name _____ Account No._____

Address _____ Home Phone _____

City, State, Zip _____ Work Phone _____

This agreement is made by and between the El Paso Electric Company, hereinafter called the "Company", and _____ hereinafter called the "Customer."

Pursuant to the Company's Alternate Time-of-Use Rate Rider in tariff Schedule No. 1, Residential Service Rate, the Company offers an optional residential electricity service known as Alternate Time-of-Use (TOU). Under TOU, a new meter will be installed at the Customer's location that allows the Customer to pay for electricity based on the time of day it is used. The TOU Rate Rider is not available for the Residential off-peak Water Heating Service.

Upon entering into this agreement with the Company to utilize TOU, the Customer's current meter will be replaced by the Company with a meter that records the amount of electricity used during two mutually-exclusive time periods. These periods are an on-peak period of 12 p.m. to 6 p.m. **MOUNTAIN DAYLIGHT TIME (MDT),** Monday through Friday, for the months of June through September, and an off-peak period that includes all other hours not covered in the on-peak period plus weekends. The Customer agrees to pay for electricity used during the aforementioned time periods at the rates specified in the Company's Alternate TOU Rate Rider. The Customer also agrees to pay a $8.40 monthly customer charge as stated in the Alternate TOU Rate Rider.

The Customer hereby agrees to grant the Company, its employees, or their contractors the right to install, remove, repair, and inspect the equipment necessary to meter electrical TOU at the above-stated residential address.

The Customer agrees to provide access to the Company at reasonable times to install, repair, and inspect the TOU equipment and to read the meter. Furthermore, the Customer agrees not to unreasonably harm, damage, or interfere with the TOU equipment so as to ensure continuous and accurate data acquisition and to notify the Company of any known damage to the equipment. The Customer agrees to provide the Company with access to the TOU meter o obtain monthly meter readings in accordance with the Company's meter reading schedule. The Customer understands that failure to provide such access will subject the Customer to removal from the TOU rate.

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In accordance with the Company's Alternate TOU Rate Rider, the Customer agrees to remain on the TOU rate for a minimum of twelve (12) months. At any time after the initial twelve (12) month period, the Customer may request removal from the Alternate TOU rate. Absent such a request, Customer agrees that TOU billing will become effective on the meter reading date following installation of the TOU meter. The Customer understands that to take service under the TOU rate, the Customer's electric service account must be current with no outstanding amount due, and no other alternative billing procedures can be utilized.

A Company Representative has explained to the Customer, in person, the TOU billing mechanism, TOU rate structure, and a facsimile of the Customer's bill. The Customer agrees to complete and return to the Company responses to written Residential Surveys before TOU meter installation and every January thereafter, when such survey is supplied by the Company.

THE COMPANY IS NOT RESPONSIBLE FOR ANY CONSEQUENCES OF ANY INCREASE IN THE CUSTOMER'S MONTHLY BILL THAT ARE DUE SOLELY TO THE CUSTOMER'S TIMING OF ELECTRICITY CONSUMPTION PATTERNS.

Customer	Company Representative
Date	Date