COLUMBUS ELECTRIC COOPERATIVE, INC.

Original Form 13 REGULATION

AGREEMENT FOR PRIVATE AREASIGNTING

FILED

2012 OCT 12 AM 10 Page 1 of 4

Name:	Work Order No:	Work Order No:			
Address:					
Telephone:					

AGREEMENT FOR PRIVATE AREA LIGHTING

The undersigned, hereinafter referred to as the "Consumer", hereby requests Columbus Electric Cooperative, Inc., hereinafter referred to as "CEC", to provide area lighting service in accordance with the Private Area Lighting Schedule, attached hereto as Exhibit "A", and the applicable service regulations, as filed and approved by the New Mexico Public Regulation Commission, in effect, or as amended thereafter, on the date recited herein.

The Consumer hereby applies to CEC for private area lighting service at Consumer's premises located at or near location number _______. Consumer hereby requests ______ lighting unit(s).

It is understood and agreed that CEC's acceptance of this request will be evidenced by the signature of an authorized representative of CEC on this request and upon acceptance, this Agreement shall constitute the full Agreement between the parties hereto, effective on the date recited herein and subject to the terms and conditions contained herein.

- 1. The Consumer agrees to timely pay CEC for installation, service rendered and energy consumed, including all applicable taxes and demand charges, in accordance with the applicable rate schedule for such service now in effect or as amended hereafter.
- 2. The term of this Agreement shall be for a period of four (4) years from the effective date of this Agreement and shall automatically renew for consecutive four (4) year terms unless and until a written notice of termination is delivered by either party at least sixty (60) days prior to the expiration of the original or renewal term, as the case may be.

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Chris Martinez

COLUMBUS ELECTRIC COOPERATIVE, INC. Original Form 13

AGREEMENT FOR PRIVATE AREA LIGHTING

Page 2 of 4

- 3. The Consumer hereby grants to CEC all easements and access necessary for CEC to install, service and maintain the electrical equipment to be placed or located on the Consumer's property. The Consumer further explicitly grants CEC, it's agents, employees or other designees, the right of ingress and egress to the Consumer's property for all purposes related to the performance or verification of this Agreement, including the express right to trim, cut, or remove any trees, shrubbery or other vegetation which interferes or could interfere with the installation, service, maintenance or operation of the electrical equipment.
- 4. All equipment, fixtures or facilities installed by CEC shall remain the property of CEC and may be removed or replaced, without compensation to the Consumer, by CEC upon discontinuation of service or when otherwise deemed necessary, as determined in the sole discretion of CEC.
- 5. Automatic control devices shall be set for lights to burn from the approximate time of dusk, or sunset, until the approximate time of dawn, or sunrise. CEC will exercise reasonable diligence in furnishing the Consumer service pursuant to this Agreement, but CEC shall not be liable for any damages for any interruption, variance, fluctuation, deficiency or failure of service as the result of any cause, known or unknown. CEC reserves the express right to interrupt service when deemed necessary, as determined in the sole discretion of CEC, for any reason, including repairs to lines or equipment. Any interruption of service for any reason shall not constitute a breach of this Agreement or be deemed a termination or, or grounds to terminate, this Agreement.
- 6. CEC will provide, at its own expense, but subject to reimbursement by the Consumer as allowed by applicable laws, statutes, regulations, schedules or policies, all necessary wiring, replacements, material and labor for the initial installation and any subsequent repairs or maintenance. CEC may, in its sole discretion, install a light or other equipment on an existing pole or on one or more newly installed 30-6 pole and secondary wiring for each light, not to exceed a distance of One Hundred Twenty-five (125) feet from existing and suitable 110/220 volt electric service delivery points.
- 7. CEC expressly reserves the right to cancel or terminate this Agreement in the event of excessive damage to its equipment by vandalism, malicious mischief, theft, or other causes, including impracticality or excessive or prohibitive cost.
- 8. This contract shall at all times be subject to such changes or modifications by the New Mexico Public Regulation Commission of the State of New Mexico, as said Commission may from time to time direct in the exercise of its jurisdiction. Additionally, this Agreement may be subject to

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NOV 11 2012

REPLACED BY NMPRC Operation of Law Page 3 of 4

Advice_Notice No. 50

Chris Martinez

COLUMBUS ELECTRIC COOPERATIVE, INC.

Original Form 13

AGREEMENT FOR PRIVATE AREA LIGHTING

Page 3 of 4

amendment, modification, termination, cancellation or other changes imposed by any court, regulatory or other administrative agency of the State of New Mexico or of the United States of America as said courts or agencies may, from time to time, direct in the exercise of their jurisdiction over CEC, the Consumer, or the property of either.

9. With regard to requests relating to subdivisions, CEC expressly reserves the right to refuse or limit the extent of services provided by CEC. Specifically, subdivisions with lighting equipment or designs not considered "standard", as determined in the sole discretion of CEC, service may be limited solely to providing electric energy. In such cases, installation, repair and maintenance shall not be the responsibility of CEC, unless a separate written agreement regarding such services is entered into between CEC and the appropriate party.

Executed and effective this	day of	, 20
ByConsumer		
Consumer		
STATE OF NEW MEXICO) :ss	
COUNTY OF LUNA)	
The foregoing instrume	ent was acknov	wledged before me this day of
, 20, by		as Consumer.
		Notary Public
My Commission Expires:		

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COLUMBUS ELECTRIC COOPERATIVE, INC. **Original Form 13**

AGREEMENT FOR PRIVATE AREA LIGHTING

Page 4 of 4

ACCEPTANCE

TO THE ABOVE-NAMED CONSUMER:

The foregoing Agreement for	or Private Are	a Lighting	g requesting serv	vice is hereby a	ccepted
and CEC agrees to provide service as describ	bed in the teri	ms and co	onditions stated	therein. Recei	ipt of
the deposit money is acknowledged.					
DATED this day of		, 20			
COLUMBUS ELECTRIC COOPERATIVE, INC.					
Ву					
Authorized Representative					
STATE OF NEW MEXICO COUNTY OF LUNA))ss)				
The foregoing was acknowle	, edged before	mė	dav of	. 20	
by, a duly a					
Inc., a duly authorized and organized New N					·
	7	Notary Pu	ıblic		
My Commission Expires:					

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