

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows:

- (1) The Town will furnish to the Customer, and the Customer will purchase from the Town, at a mutually agreed upon delivery point, electricity required by the Customer upon the premises specified above.
- (2) The Town will install and maintain certain wiring, transformers, meters and related electric facilities on the Customer's property. The Town's representatives shall have the right of ingress and egress to the Customer's property at any time for any purpose involving the reading of electric meters of service of electric facilities provided under this contract. The Town agrees that all wiring and equipment owned by the Town will be installed according to applicable codes and maintained in accordance with usual utility practice. The Customer agrees that for the purpose of liability the point of delivery shall be the point where the Town's primary electric lines cross the boundary of Customer's property and that the Town shall not be liable to Customers or any of his agents, servants, or employees, or to any person whomsoever for any loss, damage, or injury to person or property resulting from said electricity or its use after it leaves said point of delivery, all risk thereof and there from being assumed by the Customer, except when caused by the exclusive negligence or willful acts of employees of the Town. The Customer further agrees that all electrical equipment and wiring beyond the metering point will be installed according to applicable codes and maintained in a safe condition. A violation of this provision shall be grounds for the Town to immediately discontinue service if the condition is not corrected and inspected immediately upon notification by the Town.
- (3) In the event the Town is unable to secure and / or maintain adequate rights, easements, and other necessary authorizations, the Town shall not be obligated to render service.
- (4) All electricity furnished under this agreement shall be subject to the uniform" Utility Regulations", applicable to all customers as set by the Town from time to time. The provisions of the Town's "Utility Regulations" and all rate schedules are subject to modification at any time by the Town, and when so modified, shall supersede the provisions hereof and any previous provisions of such "Utility Regulations" and rate schedules.
- (5) All new utility customers will receive a copy of the Town's Rights and Responsibilities of Utility Service Providers and Their Residential customers" at the time this application is completed. By execution of this agreement, the customer acknowledges receipt of a copy of the Town's "Right and Responsibilities of Utility Service Providers and Their Residential Customers"
- (6) This agreement shall be binding upon the Town only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation of any agent or employee of the Town unless incorporated in writing in this agreement before such acceptance.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Customer Initial _____