

**ELECTRIC SERVICES CONTRACT
(referred to as the "Contract")**

CONTRACT NO. _____

1. PARTIES

This section identifies the parties to this Contract:

(1) _____, the person(s) applying for electrical service whose signature(s) appear at the end of this Contract and whose mailing address is _____, Alberta _____ is/are the "Member". For the purposes of this Contract the Member is the Registered Owner of the LANDS.

Telephone: _____ Email: _____

(2) Tomahawk Rural Electrification TREA Ltd. ("TREA"), whose address is Box 10030, RPO Black Gold, Drayton Valley, Alberta T7A 1W5 is the Corporation with who you enter into this Contract and referred to as "TREA".

2. LANDS

This section describes the property that will be supplied with electrical service. Other property owned or controlled by the Member, which the TREA had required and has previously acquired, a utility right-of-way for its electrical distribution is also subject to this Contract. Electrical services shall be provided to the following location:

_____ Section _____ Township _____ Range _____ West of the _____ Meridian, Plan _____ Block _____ Lot _____

The service location and other property above will be referred to as the "Lands". The Lands will be supplied with Distribution Services. The Member charges the Lands for any debt, interest and costs that may become owing by the Member to the TREA under this Contract and the Lands are secured for the amount of that debt. Other lands owned by the Member, which the TREA requires a utility right-of-way for its electrical distribution system is also subject to this Contract.

3. INTERPRETATION

The capitalized words used in this contract shall have the following meanings:

"AUC" means the Alberta Utilities Commission, formerly the Alberta Energy and Utilities Board (AEUB).

"UTILITY RIGHT-OF-WAY" means; the right to access and a right on, over or under the Lands for the purpose of carrying, laying, constructing, replacing, reconstructing, altering, and repairing the TREA's electrical distribution system and the extension to it. It also includes the rights of entry and exit to and from the Lands for all purposes referred to in this Contract.

The Parties hereby agree that where a New Extension or addition to the TREA's electric distribution system is required on other properties owned by the Member, the TREA shall notify the Member and require the execution of a new Utility Right-Of-Way Agreement on the effected Lands. The Member hereby agrees that the Member will not refuse or hinder the construction of the new Extension or addition, nor will the Member unreasonably withhold the signing of such agreement.

4. TERMS AND CONDITIONS

This Contract is subject to all the provisions of the TREAs Terms and Conditions - as approved by the Board of Directors of the TREA and filed for information with the AUC. Copies of the Terms and Conditions can be obtained from the TREA, the TREA's wires services provider or the AUC.

5. UTILITY RIGHT-OF-WAY

1) Utility Right-of-Way:

The Member grants the TREA its employees, contractors and agents a Utility Right-of-Way. The Utility Right-of-Way extends to any continuation of or branch from any extension to the electric distribution system as the TREA may require to enable it to serve its other Members. Where the TREA reasonably considers it necessary by reason of the nature of the condition of the or the circumstances then existing, the TREA shall have the right to go on or across all or any part of the Lands for the purpose of gaining reasonable access to the electric distribution system. The Member (Registered landowner) and the TREA mutually covenant and agree with each other, that the "Utility Right-of-Way" granted, shall not be assigned to entity or persons, other than electric distribution entities under the provisions of the Terms and Conditions set out in this contract. The Member acknowledges that TREA shall be entitled to register a caveat against the lands, pursuant to this Agreement and the Member covenants and agrees that it shall not take steps to discharge this caveat whatsoever.

2) Duration of the Utility Right-of-Way:

The Utility Right-of-Way granted continues in full force and effect for so long as the TREA, successors and assigns, continue to maintain and operate its electrical distribution facilities located on the Lands. The Utility Right-of-Way shall continue even if any of the following events happen:

- i. the Member or the TREA no longer uses the service;
- ii. the TREA stops providing some or all of its services to the Member, any subsequent owner, lessee or occupier of the

Lands:

- or;
- iii. this Contract is terminated.

3) Vegetation Management:

The Utility Right-of-Way gives the TREA the right to carry out vegetation management programs, including the removal of trees and brush. The TREA is responsible for all vegetation management on all the high voltage lines up to and including the transformer pole. The Member is responsible for all vegetation management on secondary lines that are low voltage. The Member also agrees not to plant any trees or shrubs, which may encroach on the right-of-way granted by this Utility Right-of-Way. If such trees are planted the TREA shall have the right to remove them at the Member's expense.

4) The Member charges the Lands set in clause 2 above for any debt, interest and costs that may become owing by the Member to the TREA pursuant to this Contract and the said Lands are hereby secured to the extent of that ~~debt~~

- 6. **TERM**
This Contract will continue in effect, until one of the following occurs: a) unless either the Member or the TREA gives the other party at least thirty (30) days written notice requesting this contract be terminated, provided that all Regulated Rate Option obligations, if applicable, have been fulfilled, or b) the Member sells the Lands to a third party, upon which this Contract shall automatically terminate and the new landowner shall be required to enter into a new Contract. TREA shall have the right to refuse or to discontinue provision of Electric Service to the Member, either temporarily or permanently, or at its option, to terminate this contract if the Member fails to fulfill his obligations under this Contract or the Terms and Conditions.
- 7. **VERBAL AGREEMENTS**
No promises, agreements or representations of any agent or employee of the TREA shall be binding unless this Contract is amended in writing and agreed upon by both parties to the Contract.
- 8. **TRANSFER OF CONTRACT**
The Contract is not transferable or assignable by the Member.
- 9. **TREA'S AGENT**
The TREA is entitled to assign any part of this Contract. The TREA is also entitled to appoint, employ or engage any person to do any act or thing which the TREA is required or entitled to do under this Contract. Such persons may act in his or her own name or in the name of the TREA.
- 10. **TITLE**
The TREA remains the owner of all facilities necessary to provide service to the Member. Any contribution made by the Member does not entitle the Member to any ownership of facilities.
- 11. **INDENMIFICATION**
The word "indemnity" is a legal term, which means to protect from and compensate for any losses from penalties or liabilities. The Member agrees to indemnify the TREA, its employees and agents, from any claim or for injury to person(s) or damage to property related to the use of the electrical service provided. This indemnification applies so long as injury or damage was not caused by willful misconduct or negligence of the TREA or its employees and agents.
- 12. **AUTHORITY**
The TREA is subject to the authority of the AUC or its successor. Electrical energy under this Contract shall be provided in compliance with any directives the AUC may issue from time to time.
- 13. **LIABILITY**
If the Member is made up of two or more parties, all obligations and liabilities of the Member arising from this Contract will apply to each party independently.
- 14. **BINDING EFFECT**
This Contract will only become binding and enforceable once it has been accepted by the TREA. The TREA is entitled to refuse any application for electric service. Any funds received with an application that is refused will be returned.
- 15. **NOTICE**
Notice required under clause 7 shall be deemed to have been properly given by mailing the same to the other party at the address in 1(a) above and shall be conclusively deemed to be received by the other party seven (7) days after postmarked.
- 16. **TIME AND BENEFIT**
Time shall be of the essence in this Contract. This means that the provisions of the Contract will be performed by the parties as soon as reasonably possible in the circumstances.
- 17. **GENERAL**
This Contract shall be binding on and enforceable by the parties as well as their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Member has executed this application this _____ day of _____, 20__

Witness

Witness

Witness

Member

Member

Member

Tomahawk Rural Electrification TREA Ltd.

Per: _____

Per: _____

This application accepted by the TREA this _____ day of _____, 20__.

FOR OFFICE USE ONLY

TYPE OF CONTRACT: **ORIGINAL** **OR** **REPLACEMENT**

IF THIS IS A REPLACEMENT CONTRACT, WHO IS BEING REPLACED: _____

Membership Register Exclusion (RUA Section 10(5.1)):
I(we) advise that my(our) name is not to be included in any membership register copy provided to any other person or entity:

(Member's Signature)

(Member's Signature)