

FREEBORN-MOWER COOPERATIVE SERVICES

MEMBER AGREEMENT INTERRUPTIBLE SERVICE

This Agreement made and executed this [redacted] day of [redacted], 20[redacted] by and between Freeborn-Mower Cooperative Services headquartered in Albert Lea, Minnesota (hereinafter referred to as the "Cooperative") and [redacted] (hereinafter referred to as the "Member").

WHEREAS, It is in the joint interest and benefit of the named parties to conserve the use of electrical energy and to minimize the cost of electrical energy sold and delivered by the Cooperative to the Member; and

WHEREAS, This can be accomplished by the Cooperative disconnecting certain electric loads during certain times, and

WHEREAS, The Cooperative has made Policy 5.005A available to qualifying consumers.

NOW THEREFORE, It is hereby agreed by and between the parties as follows:

1. Energy Storage - Control by the Cooperative shall be determined by Freeborn-Mower Co-op Services's wholesale supplier and shall include all twelve months.
2. The Member must wire his (her) premises to allow for the controlling and metering of energy under Policy No. 5.005A. All wiring will be done in accordance with the Cooperative's specifications and subject to the Cooperative's approval.
3. The Cooperative will furnish all control devices which shall remain the property of the Cooperative. The Cooperative will interrupt the load by remote control.
4. This Agreement allows for storage heat installations only. Any other load connected behind the controlled meter will result in the termination of this Agreement.
5. The Cooperative shall have authority to interrupt service taken under Policy 5.005A at times indicated in the Policy, recognizing that the Cooperative may change the available service times from time to time as their load characteristics may dictate.
6. The Member agrees to allow the Cooperative to periodically inspect his (her) home to monitor electric energy usage. The Member further agrees that if the Cooperative determines energy usage has not been consistent with this Agreement, all control devices will be removed and the Member must wire the premises to allow for all electrical usage to be metered through one meter.
7. The Cooperative shall not be liable for any economic loss or personal discomfort due to either the satisfactory operation or a malfunction of the control device.
8. If there would be any problem with the Cooperative's control devices the member shall contact the Cooperative who will then analyze the problem and take the necessary corrective action to eliminate the problem.
9. The Cooperative reserves the right to pass on any wholesale power increases or increases in the distribution cooperative costs; namely, Freeborn-Mower Cooperative Services.

- 10. After completion of five (5) years, the member may terminate this Agreement any time other than the months of December, January, February and March. If the member alters or removes the controls during those months, the member will be assessed demand charge penalties as determined by Freeborn-Mower Cooperative Services.

When service under Policy No. 5.005A is terminated, the Member shall modify the electrical wiring to allow all electric usage to be metered through one meter. The Member shall then not qualify for Policy No. 5.005A for a period of twelve (12) months. If the Member causes the Cooperative any additional costs to reinstall load control equipment, it shall be borne by the Member.

This Agreement is not assignable to a new member-owner. If the residence changes owners a new Agreement must be signed by the new owner. At no time will the Cooperative provide the interruptible rate without a signed Agreement during the months of December, January, February or March. Without an agreement the member will revert to rate 5.001.

- 11. The Interruptible Heat – Storage rate under Policy No. 5.005A will not be available if net-metered distributed generation is installed.
- 12. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties.

By Freeborn-Mower Cooperative Services
(Cooperative)

Member(s) Name _____ Date: _____

Member(s) Signature _____

NOTE:

If this AGREEMENT is for Rental Property – **Print Owner Name(s)** _____

CONSENT OF OWNER - I HEREBY CONSENT to the above Agreement. _____

Owner(s) Signature

The Member elects Policy No. 5.005A.

Heating System Installed: _____

Amended: 3/15/2017