

**TRI-STATE ELECTRIC MEMBERSHIP CORPORATION
UNDERGROUND SERVICE AGREEMENT**

This agreement is made and entered into by and between the undersigned applicant/developer ("Customer") and Tri-State Electric Membership Corporation (Tri-State) subject to the following premises, terms and conditions.

Whereas, the Customer desires to obtain underground electrical service for certain property within the service area of Tri-State; and

Whereas, Tri-State is willing to provide underground electrical service to the subject property in accordance with its rules and regulations, operation bulletins, policies, and terms and conditions contained in this agreement; and

Whereas in consideration of the promises herein contained and other good and valuable consideration, the receipt whereof being acknowledged, the Parties hereto agree as follows:

1. The undersigned acknowledges receipt of a copy of that portion of Tri-State Board Policy No. 305 ("Policy") which sets forth the requirements for the installation of underground service.. Each and every provision of said Policy is incorporated by reference in this agreement and made a part hereof as if set forth verbatim.
2. The Customer agrees to pay Tri-State any and all costs incurred by Tri-State for the installation of underground electrical service to the subject property. The amount of such costs shall be the solely determined by Tri-State and the Customer agrees to pay the amount determined by Tri-State. Circumstances may occur beyond the reasonable control of the parties, such as the exceptions mentioned in the Policy. In the event these circumstances occur, any additional costs to Tri-State will be charged to the customer and shall be paid in full before final connection of service is made.
3. Prior to land disturbance, underground facilities dig notifications and locate requests will be completed by Tri-State through the 811-Call Before you Dig notification system.
4. The Customer acknowledges its responsibility for notification, locating, and visibly marking any underground facilities not located through the 811 locate requests. This responsibility covers all underground facilities including, but not limited to water, sewer, electrical, and communication lines, septic tanks, wells and pumps. The Customer is responsible for both the property on which the underground installation will occur and all adjoining properties that may be crossed or affected by Tri-State while installing the facilities. The Customer is responsible for all damages and costs of repairs that result from installation of the electrical service and shall hold Tri-State harmless from any and all claims resulting therefrom. The Customer agrees to complete any repairs as quickly as possible or reimburse Tri-State for making such repairs. The cooperative reserves the right to make any repairs necessary to complete the job or to restore the damaged facilities in an expeditious manner. Any repair costs incurred by the Tri-State shall be added to the total cost of the job and must be paid by Customer prior to final connection of electrical service.
_____ Initials
5. The Customer acknowledges that the final grade, especially in the area where the underground cable is to be laid, is of particular importance to Tri-State inasmuch as the bottom of the ditch to be excavated to contain electrical cable, conduits and other equipment, must be at least 42 inches for primary voltages and 36 inches for secondary or services below the final grade. Also, Tri-State may require conductors to be enclosed in conduit. Further, the Customer acknowledges and understands that Tri-State will be relying entirely on information furnished by the Customer with respect to the final grade and certain other matters, and that Tri-State does not do independent fieldwork or engineering with respect to said matters.
6. In the event the actual final grade of the subject property is at an elevation below the final grade depicted on the plat furnished by the Customer, or the elevation agreed upon by Customer or his representative and Tri-State, the Customer agrees to pay all expense incurred by Tri-State to make the necessary adjustment deemed necessary by Tri-State to ensure that the depth of the underground cable as well as the placement of all equipment on the subject property meet specifications determined by Tri-State.
_____ Initials
7. If the size and scope of the land disturbance activities for customer's project requires an Erosion and Sedimentation Control Plan, the customer is responsible for including in the plan any ground disturbances related to the installation of

Tri-State facilities and shall be responsible for fully complying will all components of the plan and meeting all federal, state and local requirements for preventing and minimizing erosion and resultant sedimentation.

Customer will not allow trees, shrubs, landscaping, structures or other facilities to be placed over or near underground cables or other electric distribution facilities of Tri-State that would impede the repair or maintenance of those cables or facilities. The Customer agrees that if the installation, or any future repair of the underground facilities requires digging, excavation or other disturbances of the ground or other surface, Tri-State will restore the ground surface to grade so as to insure electrical safety.

- 8. Tri-State will not be responsible for and shall have no liability for landscaping, seeding, gravel, pavement restoration, concrete restoration or other disturbances caused by actions to install or restore electrical service. The customer shall be responsible for any restoration to in the easement, both within and outside their property boundaries. Tri-State will not be held responsible for damage to grass, trees, shrubs, etc. within the easement boundaries or for damages resulting from access to the easement.
- 9. The Customer agrees that it will comply fully with all of the requirements and provisions of the Policy as well as all service rules and regulations of Tri-State. In the event the Customer fails to comply with any of said requirements and provisions, Customer agrees that it will reimburse Tri-State for all costs and expenses incurred by Tri-State to ensure that the installation fully complies with said Policy and said rules and regulations.
- 10. Customer acknowledges that Tri-State agrees to provide underground electrical service to the subject property for and in consideration of the premises contained herein, without which Tri-State would provide only standard overhead electrical services.
- 11. Upon determination by Tri-State of any monies due and owing it by the Customer, Tri-State will present the Customer with a written statement of the amount due. The Customer agrees to pay Tri-State in full the amount shown on said statement prior to commencing construction. All other statements shall be paid within ten days of their date.
- 12. In the event Tri-State retains the services of an attorney to collect any sum which is due and owing, the Customer agrees that is shall be liable for all costs and expenses, including 15% attorneys fees related thereto.
- 13. This agreement shall be construed in accordance with the law of the State of Georgia and contains the entire understanding of the parties. There are no representatives, warranties or promises other than those expressly set forth herein.
- 14. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns.
- 15. In the event any provision of the agreement shall be held invalid, the invalidity of such provision shall not affect the other provisions of this agreement, said provisions being severable.
- 16. This agreement may only be altered, amended or cancelled by instrument in writing signed by each of the parties.

This _____ day of _____, 20 _____.

Tri-State Electric Membership Corporation

By: _____
Tri-State EMC Representative

Customer

By: _____
Applicant