

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 Consumer. For the purposes of this Contract the Consumer is the Registered Owner of the LANDS. Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

(2) Tomahawk Rural Electrification Association Ltd. ("the Association"), whose address is Box 28, Tomahawk, Alberta T0E 2H0, is the Corporation with who you enter into this Contract and referred to as the "Association".

**2. LANDS**

This section describes the property that will be supplied with electrical service. Other property owned or controlled by the Consumer, which the Association 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 Association under this Contract and the Lands are secured for the amount of that debt. Other lands owned by the Member, which the Association 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:

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

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

"REA MASTER AGREEMENT" means the Agreement and its renewal, replacement, as amended or substituted, made between the Association and, depending on the service area, ATCO Electric Ltd. or FortisAlberta as applicable and their successors and assigns.

**4. THE REA MASTER AGREEMENT**

This contract is subject to all the provisions of the REA Master Agreement, including those provisions that deal with requirements for the Consumer in the Association. The Consumer agrees to accept all provisions in the REA Master Agreement as though they were specifically set out in this contract. The Association shall make a copy of the REA Master Agreement available to the Consumer when requested by the Consumer in writing.

**5. TERMS AND CONDITIONS**

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

**6. UTILITY RIGHT-OF-WAY****1) Utility Right-of-Way:**

The Consumer grants the Association 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 Association may require to enable it to serve its other Consumers. Where the Association reasonably considers it necessary by reason of the nature of the condition of the or the circumstances then existing, the Association 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 Consumer (Registered landowner) and the Association 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.

**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 Association, 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 Consumer or the Association no longer uses the service;
- ii. the Association stops providing some or all of its services to the Consumer, 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 Association the right to carry out vegetation management programs, including the removal of trees and brush. The Association is responsible for all vegetation management on all the high voltage lines up to and including the transformer pole. The Consumer is responsible for all vegetation management on secondary lines that are low voltage. The Consumer 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 Association shall have the right to remove them at the Consumer's expense.

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

7. **TERM**  
This Contract will continue in effect, unless either the Consumer or the Association 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.
8. **VERBAL AGREEMENTS**  
No promises, agreements or representations of any agent or employee of the Association shall be binding unless this Contract is amended in writing and agreed upon by both parties to the Contract.
9. **TRANSFER OF CONTRACT**  
The Contract is not transferable or assignable by the Consumer.
10. **ASSOCIATION'S AGENT**  
The Association is entitled to assign any part of this Contract. The Association is also entitled to appoint, employ or engage any person to do any act or thing which the Association 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 Association.
11. **TITLE**  
The Association remains the owner of all facilities necessary to provide service to the Consumer. Any contribution made by the Consumer does not entitle the consumer to any ownership of facilities.
12. **INDEMNIFICATION**  
The word "indemnity" is a legal term, which means to protect from and compensate for any losses from penalties or liabilities. The Consumer agrees to indemnify the Association, 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 Association or its employees and agents.
13. **AUTHORITY**  
The Association 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.
14. **LIABILITY**  
If the Consumer is made up of two or more parties, all obligations and liabilities of the Consumer arising from this Contract will apply to each party independently.
15. **BINDING EFFECT**  
This Contract will only become binding and enforceable once it has been accepted by the Association. The Association is entitled to refuse any application for electric service. Any funds received with an application that is refused will be returned.
16. **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.
17. **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.
18. **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 Consumer has executed this application this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Consumer

\_\_\_\_\_  
Witness

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Consumer

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Witness

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Consumer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Consumer

Tomahawk Rural Electrification Association Ltd.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

This application accepted by the Association 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)