

**ALTERNATE ENERGY PURCHASE AGREEMENT**

T.I.P. Rural Electric Cooperative ("T.I.P."), an Iowa Cooperative Corporation, has adopted an alternate energy purchase program whereby its Members may voluntarily purchase alternate energy from T.I.P. in accordance with the terms and conditions as set forth herein. The Member specified below has elected to participate in this alternate energy purchase program at the level set forth in this Agreement and the parties desire to execute this Agreement in order to set forth their understanding of the terms and conditions under which such purchases shall be made.

Member Number: \_\_\_\_\_  
Location: \_\_\_\_\_  
Member name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Customer Contact: \_\_\_\_\_  
Date upon which purchases shall commence: \_\_\_\_\_  
(may be up to 90 days after execution of this Agreement)  
Specified end date: \_\_\_\_\_  
(at least 12 months following the date upon which purchases commence)

The number of alternate energy kilowatt hours (kWh) the Member desires to purchase is set forth below. The alternate energy kWh the Member purchases and receives under this Agreement will be the same each month and will not be based on actual electricity usage. In addition to the purchase of alternate energy kWh under this Agreement, the Member will also pay the regular rates for all kWh consumption according to the applicable tariff rate.

Specify the number of Alternate energy blocks purchased:

\_\_\_\_\_ Quantity: 100 kWh per month at \$ \_\_\_\_\_ per month for each 100 kWh purchased

Total Monthly cost: \$ \_\_\_\_\_ per month

This Agreement includes the **attached terms and conditions**, which the Member acknowledges receiving and reviewing prior to execution.

The parties have executed this Agreement on \_\_\_\_\_, 20\_\_\_\_.

Member

T.I.P. Rural Electric Cooperative

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
facsimile: \_\_\_\_\_  
e-mail: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
P.O. Box 534, 612 W. Des Moines, St.  
Brooklyn, IA 52211-0534  
Tel. (641) 522-9221  
Fax: (641) 522-9271

## TERMS AND CONDITIONS

1.TERM. This Agreement shall continue in full force and effect from the effective date to the end date.

2.AUTOMATIC RENEWAL. This Agreement shall renew automatically at the specified end date ("renewal date") for successive 12 month periods, unless either the Member or T.I.P. provides written notice of termination at least thirty days prior to the end date or a renewal date.

3.AMENDMENT ON RENEWAL. If T.I.P. wishes to amend the pricing or any other term or condition of this Agreement when renewing this Agreement, then such amendment and renewal shall be agreed to in writing by the Member and T.I.P. prior to the end date or the relevant renewal date. In such event, T.I.P. shall give the customer 30 days written notice that T.I.P. wishes to amend the pricing or any other term or condition of the Agreement. If the parties fail to agree on the amended pricing or any other amendment, then T.I.P. may terminate this Agreement on the end date or the relevant renewal date.

4.NOTICE. All notices, demands and communications shall be in writing and shall be given or made by personal delivery to the other party or by registered mail, postage paid, or by fax or e-mail to the other party. Notices sent by registered mail shall be deemed to have been given five days after the date of mailing. Notices sent by fax or e-mail shall be deemed to have been given on the business day following the date of transmission. The addresses of the parties for notices are set out on page one of this Agreement or such other addresses as the parties may direct from time to time by proper notice in writing.

5.SALE OF ALTERNATE ENERGY. From and after the effective date, T.I.P. agrees to sell to the Member and the Member agrees to purchase from T.I.P. alternate energy.

6.ALTERNATE ENERGY. It is understood that alternate energy is defined as electricity made from renewable resources. T.I.P. will purchase alternate energy that is added to the distribution power grid on the Member's behalf. Any sources of alternate energy may vary based on availability. Electrical energy utilized to serve the Member will be drawn from the electric distribution system of T.I.P.. T.I.P. cannot guarantee that the electrons being utilized by the Member were generated by alternate energy resources; however, T.I.P. will acquire for use in its overall system an amount of alternate energy equal to or greater than the amount of alternate energy purchased by its Members pursuant to this program.

7.PRICE FOR ALTERNATE ENERGY. The Member shall pay to T.I.P. the price for Alternate Energy referred to on page one of this Agreement throughout the term of this Agreement. The Member understands that the price paid for alternate energy is in addition to the price for monthly electricity consumption by the Member, which will be billed at the applicable tariff rate.

8.INVOICING AND PAYMENT OF ACCOUNTS. T.I.P. shall include the charges for alternate energy purchased under this Agreement on the Member's regular monthly energy bill. Sales tax and any other applicable tax or fees will be added to the charges under this Agreement. Payment of the charges shall be due as specified on the monthly invoice. Non-payment shall subject the Member to late charges and possible disconnection of service as specified in T.I.P.'s electric tariff.

9.SUPPLY DISRUPTION AND FORCE MAJEURE. The customer acknowledges that the willingness of T.I.P. to supply alternate energy pursuant to this Agreement is dependent upon the sale to T.I.P. of alternate energy. In the event of any suspension of the supply of alternate energy, T.I.P.'s obligations under this Agreement, in its sole discretion, may be suspended for the duration of period when the Supply is suspended or unavailable. Notwithstanding the generality of the foregoing, if at any time during the term of this Agreement, the operations of either of the parties are suspended, curtailed or interfered with owing to an act of God, war, rebellion, sabotage, fire or other causes beyond the reasonable control of either party, such as strikes, differences with workmen or like causes, the parties whose operations are suspended, curtailed or interfered with shall not be liable to the other under this Agreement until the cause or causes thereof have been removed, provided that each of the parties shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension, curtailment or interference. Nothing herein contained, however, shall relieve the Member from its liability to pay for electrical energy consumed during any such suspension, curtailment, or interference.

10.SUCCESSORS AND ASSIGNS. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11.GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

12.ALTERNATE ENERGY PURCHASE PROGRAM PARTICIPATION. T.I.P. may, during the term of this Agreement, use the Member's name or identity in the promotion of its Alternate Energy Purchase Program. In addition, data concerning the purchases made by the Member may be utilized in preparing any reports or data compilations required by regulatory authorities.

13.ENTIRE AGREEMENT. This Agreement is entered into by the parties pursuant to the Alternate Energy Program tariff of T.I.P.. This Agreement and the electric tariff of T.I.P. constitute the entire Agreement between the parties with respect to the subject matter hereof.