Exhibit A

AGREEMENT FOR ELECTRICAL SERIVCE

**FOR IRRIGATION SYSTEMS**

This AGREEMENT is made and entered into this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Charles Mix Electric Association, Inc., a South Dakota Cooperative Corporation, (hereinafter called the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Member/Consumer”).

WHEREAS, Seller will have electric power and energy available for sale at Member/Consumer’s premises as soon as Seller deems it advisable and feasible to do so, and

WHEREAS, Seller agrees to sell and deliver to the Member/Consumer and the Member/Consumer agrees to purchase and pay for electric power and energy sufficient to operate an irrigation pivot or pump motor or motors at the locations hereinafter described,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties hereto that for an in consideration of the Seller constructing the necessary facilities, the Member/Consumer hereby agrees as follows;

1. SERVICE CHARACTERISTICS

Service hereunder shall be alternating current, \_\_\_\_\_\_\_\_\_\_ phase, sixty hertz,\_\_\_\_\_\_volts.

2. PAYMENT.

a. The Member/Consumer shall timely and fully pay the rates, minimum charges, and billings, imposed or fixed by the Seller for the services or the availability of services provided hereunder. TIME OF PAYMENT IS ESSENTIAL TO THE TERMS OF THIS AGREEMENT. Should a bona fide dispute arise as to amount owed between the parties, Member/Consumer shall, nonetheless, pay the amount demanded by the Seller and seek recovery of the amount disputed after such payment.

b. The initial monthly billing period shall start when Member/Consumer begins using electric power and energy, at the time of commencement of the irrigation season next following the date Seller first makes service available to Member/Consumer hereunder, whichever shall occur first.

c. Bills for service hereunder shall be paid at the office of the Seller in Lake Andes, South Dakota, in accordance with the Seller’s existing policies pertaining thereto and all amendments thereof hereinafter adopted by the Seller’s Board of Directors.

3. MODIFICATION IN RATES

The Member/Consumer hereby consents and agrees to comply with any and all subsequent rate modifications or changes adopted by the Seller’s Board of Directors. “Rates” shall include all revenue raising measures adopted by the Seller, whether relating to energy costs or fixed costs which are incurred by the Seller. Specifically included as part of the rates are energy and minimum charges, refunds, rebates, and credits which affect, directly or indirectly, the Seller’s ability to meet the cost of furnishing the services to the irrigation class of consumers. Modifications in rates shall be effective upon their adoption in resolution form by the Seller’s Board of Directors. Such modifications shall be reflected in the rate schedules made available to the Member/Consumer on demand.

4. MEMBERSHIP

The member/Consumer shall become and remain a member of the Seller and be bound by the provisions of the articles of incorporation and by the bylaws of the Seller and by such policies, rates, rules, and regulations as may from time to time be adopted or modified by the Seller. Such articles, bylaws, policies, rates, rules, and regulations are hereby deemed part of this contract and incorporated herein by this reference thereto.

5. RIGHT OF ACCESS

Duly authorized representatives of the Seller shall be permitted to enter Member/Consumer premises at all reasonable times in order to carry out the provisions hereof.

6. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply should fail or be interrupted, or become defective or partially defective through acts of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right of way, or any other cause beyond the reasonable control of the Seller, Seller will not be liable under the provisions of this agreement.

7. TERM

This agreement shall become effective on the date first above written, and shall remain in effect for a minimum period of five (5) years during which time Member/Consumer shall be liable for annual minimum charges set forth in the irrigation rate schedule for each year, whether irrigation facilities are used or not. This agreement shall continue after such initial five (5) year period from year to year until terminated by either party giving to the other thirty (30) days notice in writing.

8. LAND DESCRIPTION AND LOCATION OF WELL

The premises to be served are herein described as the \_\_\_\_\_\_\_\_\_\_\_ Quarter of the \_\_\_\_\_\_\_ Quarter, Section \_\_\_\_\_\_\_\_\_, Township \_\_\_\_\_\_\_\_\_\_, Range \_\_\_\_\_\_\_\_\_\_

Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Indicate your well or pump location in the appropriate tract in the section below.)

Section \_\_\_\_\_

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9. BINDING ON HEIRS AND ASSIGNS

It is hereby mutually agreed that time is of the essence and that this agreement shall be binding on the heirs, successors and assigns of the parties hereto. The parties agree that this agreement shall be interpreted and enforced under the laws of the State of South Dakota.

10. LIEN

The Member/Consumer hereby agrees that this agreement may, at the option of the Seller, be recorded at the County Register of Deeds Office; and during the contract period or any extension thereof, the obligations herein imposed upon the Member/Consumer, upon recordation shall constitute a lien against the premises served to the extent such obligations are due and owing or unsatisfied. The undersigned owner (s) of the premises described above hereby consents to the lien herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member/Consumer Owner (if other than Member/Consumer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Member/Consumer Owner (if other than Member/Consumer)

CHARLES MIX ELECTRIC ASSOCIATION, INC.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

(Seal) ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary

STATE OF SOUTH DAKOTA}

} ss.

COUNTY OF CHARLES MIX}

On this the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person (s) who are described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF SOUTH DAKOTA}

} ss.

COUNTY OF CHARLES MIX}

On this the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who acknowledged himself to be the president of Charles Mix Electric Association, Inc., a Corporation, and that he, as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as president.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC – SOUTH DAKOTA

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_