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**ELECTRIC SERVICE AGREEMENT**

MEMORANDUM OF AGREEMENT made the (day) of (month), (year)

BETWEEN: **(CUSTOMER NAME)**

(address)

(hereinafter called the "Customer")

- and -

**ATCO Electric Ltd.**, a body corporate with its Head Office in the City of Edmonton in the Province of Alberta ("ATCO Electric" or "Company")

WHEREAS the Customer has requested the Company to provide the Customer with electrical service at a location known as:

**(Location of Customer Load)**

1. The Customer and the Company agree as follows:

- i. Effective Date: \_\_\_\_\_
- ii. Applicable Price Schedule (s): \_\_\_\_\_
- iii. Expected Peak Demand: \_\_\_\_\_
- iv. **Distribution:**
  - a) Initial Term: \_\_\_\_\_
  - b) Investment Term: \_\_\_\_\_
  - c) Customer Contribution (plus applicable GST): \_\_\_\_\_
  - d) Minimum Contract Demand: \_\_\_\_\_
- v. **Transmission:**
  - a) Investment Term: \_\_\_\_\_
  - b) Customer Contribution (plus applicable GST): \_\_\_\_\_
  - c) Minimum Contract Demand: \_\_\_\_\_
- vi. Minimum Contract Charge (Idle Charge): \_\_\_\_\_
- vii. Supplementary Charges: \_\_\_\_\_
- viii. Special Arrangements: \_\_\_\_\_

2. This Electric Service Agreement is subject to the ATCO Electric Ltd. – Terms and Conditions for Distribution Service Connections ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
3. The service provided hereunder is provided for the Customer's use only at the said location and the Customer shall not permit any other person to use such service.
4. The Customer acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Electric.
5. No person, whether an employee or agent of ATCO Electric or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
6. The Customer acknowledges that it has been advised of ATCO Electric's Customer Guide to New Extensions and is aware of the policies and business practices of the Company detailed therein.
7. This Electric Service Agreement shall be effective on the date service is first made available, and thereafter shall remain in effect until terminated by either party in accordance with Article 15, as applicable, of the Terms and Conditions.
8. This Electric Service Agreement is subject to all applicable legislation, including the *Electric Utilities Act* and the Regulations made there under, and all applicable orders, rulings, regulations and decisions of the AUC or any other regulatory authority having jurisdiction over the Company or the matters addressed herein.
9. This Electric Service Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assigns.
10. If any provision of this Electric Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Electric Service Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
11. Contracts or notices required with respect to the Agreement shall be directed as follows:  
ATCO Electric Ltd.  
10035 – 105 Street,  
Edmonton, Alberta, T5J 2V6

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day first above mentioned.

**[CUSTOMER NAME]**

**ATCO Electric Ltd.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_