



CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

TIME OF USE RATE AGREEMENT

CHELCO ACCOUNT NO.: _____

THIS AGREEMENT is entered into effective this ____ day of _____ 20 __, by and between CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC., (hereinafter referred to as "CHELCO"), whose address is P.O. Box 512, DeFuniak Springs, Florida 32435, and _____, a member of CHELCO (hereinafter referred to as "Member"), whose address is _____.

It is hereby agreed:

1. Member voluntarily chooses to participate in the Time of Use Rate service pursuant to CHELCO's service and billing under rate schedule RS-T as approved by the Florida Public Service Commission.
2. Member shall pay to CHELCO an energy charge based on the time of day in which the usage occurs. These energy charges shall be invoiced on the Members CHELCO utility bill according to rate schedule RS-T. These fees are subject to adjustment by CHELCO at any time during the initial term or any extension term of this Agreement upon sixty (60) days prior written notice to Member. Member shall be entitled to terminate this Agreement upon notice of a fee change by providing sixty (60) days written notice of termination to CHELCO.
3. The term of this Agreement will be for an initial term of one (1) year, to be automatically renewed for subsequent one (1) year terms unless terminated by mutual agreement of the parties or as otherwise provided herein. In the event of a material breach by either party in the performance of its obligations under this Agreement, the non-breaching party may terminate this Agreement by giving a thirty (30) day written notice to the other party.
4. Rate schedule RS-T is incorporated as a part of this agreement. Member hereby acknowledges having received and reviewed the rates, terms, and conditions contained in rate schedule RS-T in effect as of the date of this agreement. Member understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by CHELCO and the Florida Public Service Commission and such changes will be applicable to the Member.
5. Member acknowledges that they have not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained in this Agreement or expressly incorporated by reference.
6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between CHELCO and the Member with respect to matters herein contained. Any modification(s) to this agreement must be approved, in writing, by CHELCO and the Member.

Choctawhatchee Electric Cooperative, Inc.

Representative of CHELCO

Member

For Office Use Only:

Date Received: _____

Date Rate Keyed: _____

Processed By: _____

Service Order: _____

Billing Cycle: _____

Provide Member copy of signed form