



## **CONTRACT FOR SCHEDULE IS-2 ELECTRIC SERVICE**

Sierra Pacific Power Company d/b/a NV Energy ("NV Energy") hereby agrees to supply electric service to \_\_\_\_\_ (Customer"), whose billing address is \_\_\_\_\_ to permit the customer to take the electric service known as "Interruptible Irrigation Service" for the electric service account(s) listed on Appendix A, attached hereto, and as may be hereinafter amended, under the terms of this Contract and NV Energy Electric Tariff Schedule No. IS-2. NV Energy and Customer desire to set forth the terms and conditions under which Interruptible Irrigation Service under Tariff Schedule No. IS-2 shall be performed:

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

1. Customer understands and agrees that Interruptible Irrigation Service shall be provided to Customer in accordance with Tariff Schedule No. IS-2 as this schedule now exists or may be hereafter amended or superseded by the Public Utilities Commission of Nevada ("PUCN"), a copy of which is attached hereto and incorporated by reference herein.

2. Customer understands and agrees that in the event of any conflict between the terms of this Contract and the terms of Tariff Schedule No. IS-2, the terms of Tariff Schedule No. IS-2 shall control.

3. This Contract and Tariff Schedule No. IS-2 are both subject to any changes or modification the PUCN may require from time to time in the exercise of its jurisdiction over NV Energy's service.

4. Customer understands and agrees that electric service provided pursuant to Tariff Schedule No. IS-2 may be interrupted by NV Energy, under the conditions provided in Tariff Schedule No. IS-2, at any time during the period provided in Tariff Schedule No. IS-2 (currently from March 1 through October 31, inclusive).

5. Customer consents to the installation of a load controller and related equipment by NV Energy or its agents on Customer's property necessary to enable NV Energy to remotely implement an interruption of service to Customer's water pumping equipment ("Interruption Control Equipment"). Customer consents to the installation of the Interruption Control Equipment on and in proximity to Customer's water pumping equipment in a manner to be determined by NV Energy or its agents and to such modifications to Customer's water pumping equipment as are necessary to install the Interruption Control Equipment and ensure the proper functioning of both the Interruption Control Equipment and the water pumping equipment.

6. Customer agrees to work with NV Energy to coordinate the timing of installation of Interruption Control Equipment on Customer's property and to have an authorized representative of Customer present at the time agreed to by Customer and NV Energy for that installation.

7. Customer understands and agrees that if NV Energy has installed Interruption Control Equipment, an interruption in service pursuant to Tariff Schedule IS-2 will be initiated by NV Energy.

8. Customer understands and agrees that if NV Energy has not installed Interruption Control Equipment, Customer shall interrupt its load within 30 minutes of either written or verbal notification by NV Energy that a load reduction is required pursuant to Tariff Schedule No. IS-2.

9. Customer understands and agrees that failure to reduce load upon request by NV Energy, or disabling of the Interruption Control Equipment by Customer will result in imposition of a financial penalty as provided by Tariff Schedule IS-2.

10. Customer shall acknowledge in writing the installation of the Interruption Control Equipment and the proper functioning of both the Interruption Control Equipment and Customer's water pumping equipment at the time the Interruption Control Equipment is installed on Customer's property.

11. Customer agrees that NV Energy and its agents shall at all times have a right to access Customer's property to the extent required to inspect, test and maintain the Interruption Control Equipment.

12. Customer understands and agrees that the interruptible irrigation rate under Tariff Schedule No. IS-2 applies only to electricity used to pump water for agricultural irrigation, and that service under Tariff Schedule No. IS-2 must be metered separately from other consumption uses; otherwise, Customer does not qualify for the interruptible irrigation rate. Customer warrants that all electric service accounts listed on Appendix A qualify for the interruptible irrigation rate and that Customer shall notify NV Energy within seven (7) days if any service account listed on Appendix A ceases to qualify for the interruptible irrigation rate.

13. This Contract shall be in effect for a minimum term of one year from date of execution. Either NV Energy or Customer may terminate this Contract at any time after the end of this minimum term upon thirty (30) day's written notification.

14. This Contract shall not become effective, and Customer shall not be eligible for the IS-2 rate and shall be billed for service at the IS-1 rate, until Customer (a) signs and returns this Contract with all applicable information in Appendix A provided; and (b) provides accurate contact information to NV Energy sufficient to enable immediate contact regarding interruptions; and (c) furnishes documentation required by Tariff Schedule No. IS-2 to demonstrate that Customer is eligible to receive service under Tariff Schedule No. IS-2.

15. Customer releases NV Energy, its directors, officers, and employees from any and all liability not attributable to the negligence of NV

Energy, whether direct, indirect or consequential for damage to Customer whatsoever resulting from or arising out of electric service provided under Tariff Schedule No. IS-2.

16. Notwithstanding any other provisions of this Contract, NV Energy shall have the right to unilaterally file with the PUCN, pursuant to the PUCN's rules and regulations, an application for a change in rates, charges, classifications or service, or any rule, regulation, or Contract relating thereto.

17. This contract supersedes all previous contracts for Schedule IS-2 electric service and any earlier contracts are no longer effective.

IN WITNESS WHEREOF, NV Energy and Customer have executed this Contract as of the date it is signed by both parties.

**NV ENERGY**

**CUSTOMER**

By: Katherine Pape

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

Title: IS-2 Administrator

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_