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Minimum Bill Contract for Purchase of Power

Between

Northcentral EPA (Seller) and _____ (Consumer)

a (an) _____

(select one) (individual, partnership, corporation)

_____ phase
 _____ voltage
 _____ kw
 _____ term of contract
 _____ amount of minimum

Service Address _____
Street Address City State Zip Code

Mailing Address _____
Mailing Address City State Zip Code

Contract Dated this the _____ day of _____, _____
(month) (year)

Account # _____

Whereas:

1. The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may use upon the following terms:
2. **PAYMENT**
 - a) The Consumer shall pay the Seller for service hereunder at the rates and the terms and conditions set forth in Northcentral EPA's applicable rate schedules.
 - b) However, if Northcentral EPA's monthly customer charge should change during the term of this contract to a larger amount than the stated minimum bill, the amount stated herein shall be appropriately adjusted to the higher amount of the customer charge.
 - c) Bills for service hereunder shall be paid at the office of the Seller in Byhalia or Olive Branch, State of Mississippi monthly within 15 days after the bill is mailed to the Consumer. If the Consumer shall fail to pay such bill within the 15-day period, the Seller may discontinue service hereunder by giving five (5) days notice in writing to the Consumer.
3. **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 shall fail or be interrupted or become defective through the act of God, or the public enemy or by accident, strikes, labor troubles, or by action of the elements, or inability to secure rights of way, or other permits needed, or for any cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.
4. **MEMBERSHIP**
 The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the articles of incorporation and bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.
5. **TERMS**
 This agreement shall become effective on the date service is first delivered hereunder by the Seller to the Consumer, and shall remain in effect for a period of _____ years and thereafter, until terminated by either party giving to the other, one months notice in writing. If however, service is terminated to the Consumer prior to the termination of this contract, the Consumer shall become instantly liable to pay the seller the entire balance remaining within thirty (30) days.
6. **SUCCESSION**
 This agreement shall be binding upon and inure to the benefit of the successor legal representatives and assigns of the respective party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

NORTHCENTRAL MISSISSIPPI
 ELECTRIC POWER ASSOCIATION

 Consumer

 General Manager

 Property Owner (If not same as above)

 Witness