

ELECTRIC WATER HEATER PURCHASE AND CONTROL AGREEMENT

This is an Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Iowa Lakes Electric Cooperative (Cooperative) and \_\_\_\_\_ (Member), the terms of which are as follows:

1. Cooperative is a public utility that (a) provides electric utility service at retail to its Member-owners, and (b) sells electric water heaters to its Member-owners. Cooperative agrees to sell to Member a \_\_\_\_\_ water heater of \_\_\_\_\_ gallon capacity (Water Heater) for a discounted price of \_\_\_\_\_.

2. Member agrees to: (a) purchase the Water Heater Model No. \_\_\_\_\_, Serial No. \_\_\_\_\_ from Cooperative for the stated purchase price; (b) install the Water Heater at Member’s cost at Member’s premises as identified by the Cooperative’s records as location no. \_\_\_\_\_; and (c) purchase from Cooperative and pay for all electric energy required to operate the Water Heater.

3. Member acknowledges that the purchase price for the Water Heater is substantially discounted from its full retail price. In consideration of its receipt of said discounted purchase price, Member further agrees to: (a) allow Cooperative to verify that the Water Heater has been installed in accordance with the requirements of this Agreement; (b) authorize Cooperative, at Cooperative’s expense, to install, operate, maintain, and replace as necessary, control equipment on the Water Heater that will allow Cooperative to interrupt electric service to the Water Heater; and (c) authorize Cooperative to interrupt electric service to the Water Heater at specified times.

4. Member agrees that neither the Cooperative nor its wholesale power supplier shall be liable for any loss, costs, or damages caused by or resulting from Member’s purchase, installation, operation, or use of the Water Heater, or Cooperative’s interruption of electric service to the Water Heater as authorized by this Agreement.

5. The Cooperative shall have the right to cancel this Agreement in the event Member fails to install the Water Heater or tampers with or modifies the Water Heater or load control equipment. Member may cancel this Agreement by providing Cooperative not less than thirty (30) days advance written notice of cancellation. In the event of cancellation by Cooperative or Member, Member shall pay Cooperative the balance of the full non-discounted retail price of the Water Heater and, in the event the Water Heater has been installed, shall allow the Cooperative to remove the load control equipment and shall pay for the Cooperative’s cost of installing and removing said equipment.

This Agreement is effective as of the date and year as first above written, and shall remain in effect for the useful service life of the Water Heater, unless sooner cancelled pursuant to paragraph 5 of this Agreement.

IOWA LAKES ELECTRIC COOPERATIVE

By \_\_\_\_\_  
Name Title

MEMBER

By \_\_\_\_\_