

HOLD HARMLESS AND PAYMENT AGREEMENT

This Hold Harmless and Payment Agreement ("Agreement") is made as of _____ between _____ (Electricity Intensive Load Customer, hereinafter referred to as "EIL Customer") and Public Utility District No. 1 of Benton County ("District"). Any capitalized terms herein shall have the meaning set forth in the District's Electricity Intensive Load Policy.

The EIL Customer acknowledges they are subject to the District's Electricity Intensive Load Policy as adopted by Resolution 2440, as hereafter amended, ("EIL Policy"), which by this reference is incorporated herein, and further acknowledges that EIL Customer has received and reviewed the EIL Policy. The EIL Customer is subject to the provisions of any amendment to the EIL Policy upon notice to the EIL Customer by the District. EIL Customer further acknowledges that the failure to strictly comply with the terms of the EIL Policy may result in the immediate disconnection of service.

EIL Customer has elected the One Month Prepay Billing Option described in the EIL Policy, and hereby agrees to comply with said policy, including its requirements pertaining to the timeliness of payments. Said policy requires the prepayment of amounts described therein, together with the payment of a deposit based on the methodology described in the EIL Policy.

The EIL Customer further acknowledges and agrees that in the event that a prepayment is not paid as required by the EIL Policy, or a deposit is not made as required by the EIL Policy, the District may disconnect the electric service for nonpayment on the calendar day after the third business day following a) the mailing date of the notice of intent to disconnect service or b) the date the notice is delivered by personal service or c) the date the notice is sent via email. Such notice shall be given to the EIL Customer at the address stated below by first class mail and registered mail, or alternatively by delivery to the EIL Customer at the address stated below, or at the email address stated below, informing the EIL Customer of the delinquency and of the District's intent to disconnect electric service. Notice shall be deemed given regardless of whether or not the EIL Customer picks up the mailed notice, or signs the receipt, or acknowledges receipt of the email. The customer is responsible for notifying the District, in writing, to update the mailing address or email address provided below. **THIS IS THE ONLY NOTICE THAT THE EIL CUSTOMER WILL RECEIVE OF THE INTENT TO DISCONNECT ELECTRIC SERVICE AND THAT THE DISTRICT WILL DISCONNECT ELECTRIC SERVICE UPON EXPIRATION OF THE NOTICE PERIOD.** The EIL Customer acknowledges that the aforementioned method of notice is adequate, and that the EIL Customer is responsible for notifying the District in writing of any change in the address for such notice. The EIL Customer further agrees that in the event of disconnection of the electric service, the EIL Customer will pay the delinquent charges, in addition to any charges associated with the disconnection and reconnection of electric service prior to restoration of service.

The EIL Customer hereby agrees that THE DISTRICT, ITS COMMISSIONERS, ITS DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR DAMAGES CAUSED, SUSTAINED OR ALLEGED TO HAVE BEEN CAUSED OR SUSTAINED BY THE EIL CUSTOMER OR BY OTHERS AS A RESULT OF THE DISCONNECTION OF ELECTRIC SERVICE BY THE DISTRICT. THE EIL CUSTOMER AGREES TO DEFEND AND TO HOLD AND SAVE THE DISTRICT, ITS COMMISSIONERS, ITS DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL LIABILITY OR EXPENSE (INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION) IN CONNECTION WITH ANY SUCH DAMAGE, OR CLAIMED DAMAGE.

This Agreement shall remain in effect until terminated by the District or the EIL Customer by the giving of ninety (90) days prior written notice to the other party. All provisions of the Agreement shall continue in full force and effect, and shall survive termination of the Agreement to the extent they relate to acts or omissions occurring before the effective date of the notice. No notice of termination shall be effective until the EIL Customer has selected an alternative method of compliance with the EIL Customer Policy, and complied with the requirements for the selected alternative method. Termination of service shall occur unless the EIL Customer complies with an alternative method of complying with the EIL Policy or ceases to engage in activities that invoke the Electricity Intensive Load Policy. The District's address for such notice is stated below.

EIL CUSTOMER'S MAILING
ADDRESS AND TELEPHONE
NUMBER AND EMAIL ADDRESS

BENTON COUNTY PUBLIC UTILITY
DISTRICT NO.1
P.O. Box 6270
Kennewick, WA 99336

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of be duly signed and executed on the _____ day _____ of _____.

BENTON COUNTY PUBLIC UTILITY DISTRICT NO.1

By _____ Steve Hunter, Assistant General Manager

EIL CUSTOMER

By _____ (Please print name and title)