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**ELECTRIC SERVICE REGULATION NO. 3****STATE OF IDAHO**

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**Electric Service Agreements**

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**1. APPLICATION FOR SERVICE**

Each Applicant for electric service may be required to sign the Company's standard application for electric service or a contract before service is supplied by the Company. For electric service in large quantity or under special conditions, the Company may require a suitable written agreement or contract. No such agreement, contract or any modification thereof shall be binding upon the Company until executed by its duly authorized representative. Executed agreements and contracts shall be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the Customer and Company.

In any case where two or more parties join in one application for electric service, such parties shall be jointly and severally liable. Only one bill shall be rendered for electric service unless specifically contracted otherwise.

When a change of customer occurs, notice of such change must be given to Company prior to the date of such change. The outgoing Customer will be held responsible for all service supplied at the location until such notice has been received by Company.

Transfer of service requires that the person to whom the service is to be transferred make application to the Company, qualify as a Customer and agree to assume responsibility for the billing for service, including minimums, from that date forward.

An Applicant's service may be connected after normal office hours as described in Schedule 300, provided the conditions shown under Rule 25 2. (c ) are met and the Applicant pays the charge as specified in Schedule 300.

**2. IMPLIED SERVICE AGREEMENT**

In the absence of a signed application, agreement or contract, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement or contract between the Customer and the Company.

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**3. ELECTRIC SERVICE AGREEMENT, ELECTRIC SERVICE SCHEDULE AND ELECTRIC SERVICE REGULATIONS**

These regulations and the applicable electric service schedule are hereby made a part of each electric service agreement or contract, express or implied. In case of a conflict between any of the provisions of the agreement or contract and an electric service schedule or these regulations, the provisions of the electric service schedule will take precedence followed by the provisions of these regulations.

**4. SELECTION AND CHANGES OF ELECTRIC SERVICE SCHEDULE**

Where optional electric service schedules are available, the Company, upon request will assist the Customer in the selection of the electric service schedule most favorable to him. The recommendation to the Customer will be based on his statement of the class of service required, the amount and manner of use and other pertinent information. The Company shall not be required to adjust billings when it has acted in good faith based upon available information or when the customer was given written notice of options under the tariff schedules and did not make a timely election to exercise his\her\its options. A Customer being billed under one of two or more optional electric service schedules applicable to his class of service may elect to be billed on any other applicable electric service schedule by notifying the Company in writing. The Company will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of electric service schedule may not make another such change within the next 12 months.

**5. RENEWAL AND TERMINATION OF SERVICE AGREEMENT**

At the expiration of the term stated in the electric service agreement or contract, or any renewal thereof, or any extended term thereof, the agreement or contract shall continue to remain valid unless either the Company or the Customer provides 30 days notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.

**6. DEFAULT BY CUSTOMER**

For any default or breach by Customer of a service agreement or contract, including failure to pay bills promptly, Company in addition to all other legal remedies, may terminate the service agreement or contract and/or suspend the supply of service in accordance with Regulation 10.

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**7. CONTINUING SERVICE**

Except as specifically provided otherwise, the rates of this tariff are based on continuing service at each service location. Disconnect and reconnect transactions shall not operate to relieve a customer from minimum monthly charges except as may be provided in seasonal service agreements between the customer and the Company.

**8. AVAILABILITY OF FACILITIES**

Company shall not be required to maintain facilities in place or to continue the availability of facilities installed for the Customer's service when: (a) facilities are not being utilized to provide service in accordance with an application for service; or (b) no contract providing for continuing availability at a stated capacity is in effect. Such facilities that have not been used during the last 12 months may be subject to removal. Decision to remove said facilities shall be at Company's sole discretion, but only after providing written notice to the last customer of record and owner of the property served, giving them a reasonable opportunity to respond. The decision for such removal shall be based on but not limited to (1) revenue potential of facilities, (2) safety hazards, (3) availability of workforce and (4) length of time facilities are expected to remain idle.