

IDLE SERVICE LETTER AGREEMENT

THIS IDLE SERVICE LETTER AGREEMENT, hereinafter referred to as the "Agreement", is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by **Mt. Wheeler Power, Inc.**, a Nevada corporation, of P.O. Box 151000, 1600 Great Basin Blvd., Ely, NV 89315-1000, hereinafter referred to as "Mt. Wheeler", and \_\_\_\_\_, whose mailing address is \_\_\_\_\_, \_\_\_\_\_, NV, \_\_\_\_\_ hereinafter referred to as "Consumer".

WHEREAS Mt. Wheeler has determined that Consumer's \_\_\_\_\_ (type) Service located at \_\_\_\_\_, \_\_\_\_\_, Nevada, (hereinafter referred to as the "Idle Service Location") is an Idle Service as defined under Mt. Wheeler's Rules 1 and 6; and

WHEREAS, Consumer has requested and hereby requests that the Service at the Idle Service Location be left in place.

NOW, THEREFORE, for good and valuable consideration received by Mt. Wheeler and Consumer, receipt of which is hereby acknowledged by each party it is agreed as follows:

1. Consumer hereby requests that the electric facilities at the Idle Service Location, be left in service and that in consideration thereof Consumer shall pay the Idle Service Rate on a monthly or annual basis as set forth in the following paragraph 2.

2. Consumer's Idle Service Rate, for the Idle Service Location is \$\_\_\_\_.00 per month, which sum shall be billed and paid monthly; or, Consumer's Idle Service Rate for the Idle Service Location is \$\_\_\_\_.00 per annum which sum shall be billed and paid within 30 days of the date of execution of this Agreement.

3. In the event that Consumer does not make the payments required to be made under paragraph 2 above and such amount is delinquent for four (4) months or more the service, transformers, service wires and connections and the meter at the Idle Service Location may be disconnected and removed by Mt. Wheeler without further notice to Consumer.

4. So long as Consumer continues to make the payment required to be made under paragraph 2 above and such amount does not become delinquent as set forth in paragraph 3 above then Mt. Wheeler

will leave the electrical facilities at the Idle Service Location in place.

5. Any notices to be given by Mt. Wheeler or Consumer hereunder may be given in writing and served upon the other party by mailing to the mailing address set out at the top of page 1.

6. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada. Venue for any action brought under this Agreement shall be in the City of Ely, County of White Pine, State of Nevada.

7. In the event that any action is filed in relation to this Agreement, the non-prevailing party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorney's fees.

8. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

9. Any modification to this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. This Agreement shall inure to the benefit of and be binding upon Mt. Wheeler and Consumer and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**MT. WHEELER**

**CONSUMER**

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

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

Print Name

Print Name

\_\_\_\_\_

\_\_\_\_\_