

**ELECTRIC SERVICE SCHEDULE NO. 96 – Continued**

**LOAD CONTROL SERVICE AGREEMENT:** The Customer and Company shall execute an agreement for irrigation load control participation. The agreement shall contain the Specified Load Control kW amount that the customer shall curtail during a given month. Participating customers shall sign a written agreement for a term of one year (Program Effective Period). Except as provided in this Schedule, termination of the agreement may only occur on the annual expiration date of the agreement. Participating customers are required to execute a Load Control Service Agreement annually.

**SPECIAL CONDITIONS:**

1. **Metering.** The Customer must have a meter provided by the Company, which is capable of recording usage intervals no less than 15 minutes
2. **Specified Load Control kW.** The Load Control kW for the season shall be equal to the average monthly billing kW for the Program Effective Period.
3. **Outages.** Uncontrolled outages or other types of interruptions do not qualify for payment under the tariff.
4. **Liability.** The Company is not responsible for any consequences to the participating Customer that results from a Load Control Event or the failure of load control equipment.
5. **Load Shifting.** Customers participating in this program may not shift irrigation load to other facilities served by the Company or purchase replacement production from another facility served by the Company. The Company reserves the right to determine if the participating customer is in violation of this Special Condition 5. Violation this special condition shall result in Early Termination under the terms of Special Condition No. 7, forfeiture of the Load Control Service Credit, and removal from the program for the remainder of the Program Effective Period.
6. **Failure to Interrupt During a Load Control Event.** A Customer must participate in each scheduled load control event during the Program Effective Period, except to the extent unable to due to mechanical failure or malfunction of the load control device. The Company reserves the right to determine if load control devices were intentionally damaged or manipulated to limit load control. Violation of Special Condition No. 6 shall result in Early Termination under the terms of Special Condition No. 7, forfeiture of the Load Control Service Credit and removal from the program for the remainder of the Program Effective Period.

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