

Interstate Power and Light Company
ELECTRIC TARIFF

RECEIVED
March 29, 2016
TF-2016-0026

Filed with the I. U. B.

Second Revised Sheet No. 261

ORIGINAL TARIFF NO. 1

Canceling First Revised Sheet No. 261

**GENERAL RULES AND REGULATIONS
FOR ELECTRIC SERVICE
FORMS AND AGREEMENTS**

14.01 ELECTRIC SERVICE AGREEMENT:

**ELECTRIC SERVICE AGREEMENT
INTERSTATE POWER AND LIGHT
COMPANY**

Account No. _____

THIS ELECTRIC SERVICE AGREEMENT (the "Agreement") made this _____ day of _____, 20____ by and between INTERSTATE POWER AND LIGHT COMPANY, an Iowa Corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa 52401, ("Company"), and _____, a _____ with principal offices at _____ ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as a "Party."

C
C,D
N,D
N
N

RECITALS:

N

WHEREAS, the Company is engaged in furnishing electric service; and

N

WHEREAS, the Customer is the owner of the premises locally known as _____, located at _____, in County in the State of Iowa (the "Site"), and whereas further, the Customer operates certain equipment now installed or to be installed at the Site by Customer; and

N
N
N

WHEREAS, the Customer desires alternating current electricity for all electrical energy requirements of the Customer ("Electric Service") at the Site, and the Company agrees to sell Electric Service at the Site.

N
N

NOW THEREFORE, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

N,D
N
N,D

AGREEMENT:

N,D

1. **AGREEMENT TO SELL AND PURCHASE.** The Company agrees to sell and furnish Electric Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company Electric Service upon the terms and conditions hereinafter provided.

N
N
N,D

2. **SERVICE CHARACTERISTICS.**

N

a) The Electric Service furnished hereunder will be approximately _____ volts, and _____ phase, 60 Hertz, and _____ volts, single phase, 60 Hertz, and metered at _____ volts.

C

b) The Customer will not create a demand for electric service in excess of _____ KVA without first notifying the Company in writing of such increase in demand and giving the Company sufficient time in which to provide additional line capacity and other electrical equipment if required.

C

c) The Customer agrees to use the Electric Service as stated herein.

N

d) The Customer chooses / does not choose (circle one) Interruptible Service and Customer further agrees to curtail its demand for electrical service to _____ KW upon notice by the Company.

C
N,D

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By: Jason P. Nielsen – Manager, Regulatory Affairs

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14.01 ELECTRIC SERVICE AGREEMENT: (continued)

3. SERVICE CONDITION AND REQUIREMENTS

- a) Customer will take from the Company, through one point of delivery, Electric Service for all electrical energy requirements at the Site, and it will observe the Company Electric Service rules and regulations which can be found at: <http://www.alliantenergy.com/AboutAlliantEnergy/CompanyInformation/Tariffs/030242>. If any portion of the Electric Service is classified as Interruptible in Section 2 (d) above, the terms of such service shall be in accordance with Rider INTSERV – Interruptible Service Option. N
N
N
N
N
- b) The unit of measure for Electric Service hereunder shall be as specified in the designated rate schedule. N
N
- c) All electricity sold by Company will be on the basis of meter measurement and the Company's standards for service. N
N
- d) Title to the electricity shall pass to Customer at the point of delivery as defined herein, and thereafter Company shall have no responsibility or liability in relation thereto. N
N
- e) It is understood by the Customer that, if at any future time it should elect to accept Electric Service under some other available electric service rate, any expense brought about by necessary wiring changes on the Site shall be borne by the Customer. N,C
C,D
C
- f) The Electric Service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said Electric Service shall be sold by the Customer to any other third party. Customer agrees to use Electric Service only as herein stated. C
C
N,C

4. RATES AND BILLING.

- a) The Company shall sell and furnish Electric Service and the Customer shall purchase, use, and pay for such service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Applicable Rate Schedules(s) attached hereto and made a part hereof, or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. N
N
N
N
N
- b) Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board or such other regulatory authority having jurisdiction. N
N
N
N
- c) The excess facilities charge is \$____; in the event the demand of the customer set forth in Paragraph 2(d) above shall be increased, the monthly excess facilities shall be increased appropriately. N
N
N
- d) The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified. N
N
N

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14.01 ELECTRIC SERVICE AGREEMENT: (continued)

5. **STANDARDS.** The Electric Service shall be supplied for Customer's use subject to the Electric Service Standards of the Company on file with the appropriate regulatory body having jurisdiction as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement. N
N
N
N
6. **LIMITATION OF LIABILITY.** N
- a) The Company agrees to use commercially reasonable efforts in the performance of this Agreement. Notwithstanding the foregoing, **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.** N
N
N
N
N
N
- b) **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.** N
N
N
N
N
7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages. N
N
N
N
N
N
8. **COMPANY PROPERTY.** N
- a) The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property. N
N
N
- b) Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property. N
N
N
9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment, employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment. N
N
N
N
N
N

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14.01 ELECTRIC SERVICE AGREEMENT: (continued)

- 10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Electric Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal. N
N
N
N

- 11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Electric Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the Company's act of negligence. N
N
N
N
N
N

- 12. **TERM.** This Agreement shall continue for a period of one (1) year commencing _____, 20_____, and ending _____, 20_____, and shall continue thereafter until terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. C,N
C,N

D

- 13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld. N,D
N,D
N,D

- 14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties. N
N

- 15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A. N
N
N
N

- 16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections. N
N
N

- 17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion. N
N
N
N

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14.01 ELECTRIC SERVICE AGREEMENT: (continued)

18. COMMUNICATION BETWEEN THE PARTIES.

CUSTOMER:

Name: _____
Attention: _____
Address: _____
Address: _____

COMPANY:

INTERSTATE POWER AND LIGHT COMPANY
Attention: _____
Address: _____
Address: _____

- 19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, but specifically Articles 6, 9, and 11.
- 20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
- 21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
- 22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void.

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14.01 ELECTRIC SERVICE AGREEMENT: (continued)

IN WITNESS WHEREOF, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

C

INTERSTATE POWER AND LIGHT COMPANY
(Company)

N

N

Signed By: _____

N

Title: _____

N

Name: _____

N

(Customer)

N

N

Signed By: _____

N

Title: _____

N

Name: _____

N

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