

This Agreement, made this _____ day of _____, 20 __, by and between the Virginia Electric and Power Company, d/b/a Dominion North Carolina Power, a Virginia Corporation (hereinafter called the Company), and _____, the bona fide owner or lessee of the premises described in Paragraph First below, (hereinafter called the Customer).

Witnesseth: That in consideration of the mutual covenants and agreements contained herein the parties hereto contract and agree with each other as follows:

First--The Company shall furnish to the Customer, and the Customer shall purchase from the Company, at a mutually agreed upon delivery point, electricity required by the Customer upon the premises situated at _____, in the operation of a(n) _____

The term of this agreement shall be for an initial period ending _____ years after the commencement of the initial billing period hereunder and shall continue thereafter until either party gives the other ninety (90) days written notice of termination.

If electricity is provided hereunder through new service facilities, the parties hereto shall make every reasonable effort to commence to provide and to receive electricity to serve a connected load of _____ kVA not later than the ____ of _____, 20__. In the event that the Company is unable to provide electricity or the Customer is unable to receive electricity on this date, the date can be changed by mutual consent.

Second--The characteristics of electricity supplied hereunder, the voltage at which it will be metered and, where applicable, other special provisions, are as follows:

Third--The sheets attached hereto are made a part hereof and are designated as follows:

(Continued)

Fourth--In the event the Company is unable to secure and/or maintain adequate rights, easements, franchises and other necessary authorizations, the Company shall not be obligated to render service.

Fifth--All electricity furnished under this Agreement shall be subject to all applicable Terms and Conditions of service on file with the Commission and such Terms and Conditions are incorporated into this agreement by reference. The provisions of this Agreement, all Rate Schedules, and the Terms and Conditions of service are subject to modification at any time in the manner prescribed by law. When the Agreement is so modified, it shall supersede the provisions hereof and the Rate Schedules, if any, that are attached hereto and made a part hereof.

Sixth--The Customer shall not assign this Agreement without the express written consent of the Company. The Company shall have the right to assign this Agreement to any entity, including an affiliated entity that acquires or otherwise succeeds to the Company's business.

Seventh--This Agreement and the applicable Rate Schedules and Terms and Conditions of the Company on file with the Commission embody the entire agreement between the parties hereto and supersedes all prior Agreements and understandings, if any, relating to the subject matter hereof and thereof. Any claim(s) which either party hereto may have or assert in any manner arising out of the supplying of electricity prior to the date of this Agreement at the premise specified in Paragraph First of this Agreement shall be decided without respect to this Agreement.

Eighth--This Agreement shall be binding upon the Company only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation of any agent or employee of the Company unless incorporated in writing in this agreement before such acceptance.

Ninth – In the event any provision, or any part or portion of any provision, of this Agreement shall be declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the remainder of this Agreement shall be severable and remain enforceable. Only the provision (or part of provision thereof) so declared shall be considered unlawful, invalid, or otherwise unenforceable.

(Continued)

Tenth – The Agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina, without regard to conflict of laws’ provisions.

Customer’s Full Name	Virginia Electric and Power Company, d/b/a Dominion North Carolina Power
Customer’s Federal Tax ID	By
By	Typed or Printed Name of Person Signing
Typed or Printed Name of Person Signing	Title
Title	
Mail Bill To:	Initial Billing Period Shall Commence On But not later than ninety (90) days after: 1) the date specified in Paragraph First or 2) the date the facilities are made available to the Customer

Premise ID:
Account Number

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Electric-North Carolina

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