

**Deaf Smith Electric Cooperative, Inc.
Procedure Sheet For New Irrigation Load**

DSEC employees will do engineering and scheduling analysis of the proposed load requirements of the attached new meter agreements. The Consumer will be contacted by DSEC personal if the Cooperative does not have the capacity to serve this proposed load.

If an estimate is given and documented below, Consumer will be contacted before construction begins if the actual cost is substantially greater than the given estimate.

Members Signature

Date

Estimate Given: Yes: _____ No _____

Estimate Amount _____

Estimate by: _____

Sent for evaluation

Approved Denied

Evaluated by: _____

Sketch & Distance

**DEAF SMITH ELECTRIC COOPERATIVE, INC.
IRRIGATION METER AGREEMENT**

The purpose of this agreement is to serve as an addendum to the Master Electric Service Agreement currently in force between the Deaf Smith Electric Cooperative, Inc. (the "Cooperative") and the undersigned (the "Member" and/or the "Landowner").

1. Pursuant to the Master Electric Service Agreement and the terms and conditions set forth herein, the Cooperative agrees to provide electric utility service to the location set forth below and Member agrees to pay for service.
2. Member represents that the service received from the meter, the subject of this agreement, will be for irrigation only.
3. This agreement shall continue in force for an initial term of five (5) years from January 1st of the elected beginning year. After the initial term this agreement may be terminated by either party giving notice. The Member may elect to start the term on January 1st of the year in which this agreement is executed or on January 1st of the following year.

Members beginning date selection: Year: _____ Initialed by Member _____

4. Member agrees to the following fees, charges, and payments:
 - A. Deposit: _____
 - B. **Annual Minimum: \$20 per horsepower per year.** (*Exclusive of Power Cost Recovery and Collectible whether or not this service is connected.*)
 - C. **Term: Five years.**
 - D. Aid to Construction: _____
5. Rate Applicable for type of service covered by this agreement will be **3AI**
6. All rates, fees, charges, and payments are subject to changes in the Cooperative's tariff.

Member signature

Member Account Name

Member Name (*print*)

Address

Date

City

State

Zip

DSEC Authorized Employee

Telephone Numbers

I understand that my guarantee is a condition precedent to the establishment of this service and I hereby agree to guarantee performance of this agreement by this Member or any subsequent Member taking service at this location. This agreement's Minimum requirements are assignable to others during the stated term.

Landowner (***Required***)

Address

City

State

Zip

Telephone Numbers

Service is Tax exempt under an existing number that DSEC has on file . _____ Member initial (***Required***)

Tax # on file _____

SERVICE INFORMATION:

Map No: _____ HP: _____ Type: _____

Phase: _____ Voltage: _____ Breaker No: _____

Line Section: _____ Sub: _____ Feeder: _____

W.O. No.: _____ Santa Rosa Permit # _____

Remarks: _____

W.O. Link _____

Texas Agricultural Sales and Use Tax Exemption Certificate

Commercial agricultural producers must use this form to claim exemption from Texas sales and use tax when buying, leasing or renting qualifying agricultural items they will use exclusively in the production of agricultural products for sale.

You cannot use this form to claim exemption from motor vehicle tax when buying motor vehicles, including trailers. To claim motor vehicle tax exemption, you must give a properly completed Texas Motor Vehicle Tax Exemption Certificate for Agricultural and Timber Operations (Form 14-319) to the vehicle's seller or dealer. You must also claim the exemption on the Application for Texas Title (Form 130-U) when titling or registering the vehicle with the local County Tax Assessor-Collector.

This form is **not required** when purchasing the following types of agricultural items:

- horses, mules and work animals commonly used in agricultural production;
- animal life, the products of which ordinarily constitute food for human consumption, such as cows, goats, sheep, chickens, turkeys and pigs;
- feed for farm and ranch animals, including oats, corn, chicken scratch and hay; and
- seeds and annual plants, the products of which are commonly recognized as food for humans or animals (such as corn, oats and soybeans) or are usually only raised to be sold in the regular course of business (such as cotton seed).

All other purchases of agricultural items require this properly completed form to claim a sales tax exemption. See *the back of this form for examples of exempt and taxable items.*

Name of retailer
Address (Street and number, P.O. Box or route number)
City, State, ZIP code

Proper use of this certificate

Purchasers - You can only use this certificate for items you purchase for exclusive use in an exempt manner. You should be familiar with qualifying items. Any non-agricultural or personal use disqualifies the purchase from exemption. See the back of this form for examples of exempt and taxable items.

Retailers - You can accept this certificate in good faith at the time of sale if it is properly completed with an ag/timber number and expiration date. You can also accept it as a blanket certificate covering all sales made during the time this certificate is valid on qualifying items that can reasonably be used to produce agriculture products for sale.

Name of purchaser	
Address (Street and number, P.O. Box or route number)	
City, State, ZIP code	Phone (Area code and number)
Ag/Timber number _____	Name of person to whom number is registered, if different than purchaser
This exemption certificate expires on Dec. 31, 20 _____	

I understand that I am required to keep records to verify eligibility for the exemption(s) claimed and that I will be required to pay sales or use tax on purchases that do not qualify for the exemption(s), in addition to any applicable interest and penalties.

I understand that it is a criminal offense to issue an exemption certificate to the seller for taxable items that I know will be used in a manner that does not qualify for the exemptions found in Tax Code Section 151.316. The offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser's signature	Purchaser's name (print or type)	Date
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This certificate should be given to the retailer. Do **not** send the completed certificate to the Comptroller of Public Accounts.

Always Exempt

These items are always exempt and do not require an exemption certificate or an ag/timber number.

- Horses, mules and work animals commonly used in agricultural production;
- Animal life, the products of which ordinarily constitute food for human consumption, such as cattle, goats, sheep, chickens, turkeys and hogs;
- Feed such as oats, hay, chicken scratch, wild bird seed and deer corn for livestock and wild game (pet food is not exempt); and
- Seeds and annual plants, the products of which are commonly recognized as food for humans or animals, such as corn, oats and soybeans or for fiber, such as cotton seed.

Exempt

Here are examples of items that are exempt from sales tax when used exclusively on a farm or ranch to produce agricultural products for sale and purchased by a person with a current ag/timber number.

Air tanks	Discs	Grain handling equipment	Rotary hoes
Augers	Drags	Greases, lubricants and oils for qualifying farm machinery and equipment	Salt stands
Bale transportation equipment	Dryers	Harrows	Seed cleaners
Baler twine	Dusters	Head gates	Shellers
Baler wrap	Egg handling equipment	Hoists	Silo unloaders
Balers	Ensilage cutters	Husking machines	Soilmovers used to grade farmland
Binders	Farm machinery and repair or replacement parts	Hydraulic fluid	Sorters
Branding irons	Farm tractors	Hydro-coolers	Sowers
Brush hogs	Farm wagons	Implements of husbandry	Sprayers
Bulk milk coolers	Farrowing houses (portable and crates)	Incubators	Spreaders
Bulk milk tanks	Feed carts	Irrigation equipment	Squeeze chutes
Calf weaners and feeders	Feed grinders	Manure handling equipment	Stalls
Cattle currying and oiling machines	Feeders	Manure spreaders	Stanchions
Cattle feeders	Fertilizer	Milking equipment	Subsoilers
Chain saws used for clearing fence lines or pruning orchards	Fertilizer distributors	Mowers (hay and rotary blade)	Telecommunications services used to navigate farm machinery and equipment*
Choppers	Floats for water troughs	Pesticides	Threshing machines
Combines	Foggers	Pickers	Tillers
Conveyors	Forage boxes	Planters	Tires for exempt equipment
Corn pickers	Forage harvesters	Poultry feeders	Troughs, feed and water
Corral panels	Fruit graters	Poultry house equipment	Vacuum coolers
Cotton pickers, strippers	Fruit harvesters	Pruning equipment	Vegetable graders
Crawlers – tractors	Grain binders	Rollbar equipment	Vegetable washers
Crushers	Grain bins	Rollers	Vegetable waxers
Cultipackers	Grain drills	Root vegetable harvesters	

* As of Sept. 1, 2015, telecommunications services used to navigate farm machinery and equipment are exempt.

Taxable

These items DO NOT qualify for sales and use tax exemption for agricultural production.

- Automotive parts, such as tires, for vehicles licensed for highway use, even if the vehicle has farm plates
- Clothing, including work clothing, safety apparel and shoes
- Computers and computer software used for any purposes other than agricultural production
- Furniture, home furnishings and housewares
- Golf carts, dirt bikes, dune buggies and go-carts
- Guns, ammunition, traps and similar items
- Materials used to construct roads or buildings used for shelter, housing, storage or work space (examples include general storage barns, sheds or shelters)
- Motor vehicles and trailers*
- Pet food
- Taxable services such as nonresidential real property repairs or remodeling, security services, and waste removal

* See www.comptroller.texas.gov/taxinfo/agriculture.

DEAF SMITH ELECTRIC COOPERATIVE, INC.

HOLD HARMLESS AGREEMENT

This agreement made and entered into the _____ day of _____, 20____, by and between DEAF SMITH ELECTRIC COOPERATIVE, INC., hereafter called "Cooperative", and _____, hereafter called "Consumer".

The above Consumer has requested that the Cooperative install an overhead or an underground electrical line upon Consumer's premises located approximately:

_____ ; and, the Cooperative has agreed to make such overhead or underground installation provided that the Consumer will hold harmless the Cooperative from any damages done to underground facilities. In the event that the underground line is a HIGH PRESSURE GAS LINE or a FIBER OPTICS COMMUNICATION LINE, the Consumer will expose or have exposed to view the underground lines.

The parties agree and contract as follows:

For and in consideration of the installation of overhead and underground electrical line, the Consumer agrees to be responsible for and pay all damages incurred to underground facilities upon premises and to hold harmless the Cooperative from the payment and repair thereof, including damages arising in whole or part from the negligence of the Cooperative. Consumer agrees to designate the location of overhead and underground electrical line in an effort to minimize such damages.

DEAF SMITH ELECTRIC COOPERATIVE, INC.

By: _____
Qualified Employee

By: _____
Consumer

Deaf Smith Electric Cooperative

Service Interruption Agreement - Irrigation

Applicable to: Irrigation pumps providing water for crop irrigation.

During the months of June, July, August and September, Deaf Smith Electric Cooperative may interrupt irrigation pump service when the Cooperative believes that extreme loading conditions or demand costs should be avoided by interruption of irrigation service.

A Cooperative owned control switch may be installed, at the irrigation service location, by the Cooperative or an authorized agent in such a manner as to become part of the circuit controlling the pump motor. This control switch shall be sealed or locked and shall be opened, adjusted or modified only by Cooperative personnel or other authorized agents. The power supply for the remote control switch shall be obtained from the customer's metered power serving the pump motor controls. The customer shall exercise reasonable diligence in preserving the integrity of the equipment installed for load control. Normal wear and failure will be the responsibility of the cooperative but repairs for vandalism or extraordinary damage to the equipment may be billed to the customer.

Member warrants that neither they nor any of their agents, employees, tenants, invitees, officers, owners, successors, assigns, or heirs will sue for damages or other relief or in any way assist in any efforts by others to sue, or interfere with Cooperative's operation of the control switch to be installed by the Cooperative and further releases the Cooperative for any damages relating to the operation of such switch.

Deaf Smith Electric Cooperative will make every effort to minimize interruption days and durations. Interruption notices will be posted by 10:00 am each day on Deaf Smith Electric Cooperative's web site, (<http://www.dsec.org>), during the interruptible months. These notices will contain information regarding whether an interruption on the current day **IS NOT PLANNED**, **IS POSSIBLE**, **IS PROBABLE**, or **IS CERTAIN**. Alternately, you may call our offices during normal business hours to find each day's interruption status.

I understand that this interruption agreement is a condition of acquiring irrigation service from Deaf Smith Electric Cooperative and that any attempt to defeat interruption could be sufficient reason for service disconnection.

Map Number _____

Member _____ Date _____

DSEC Representative _____ Date _____