

## **SECTION VIII GENERAL**

1. Association's rate schedules for each class of service apply uniformly throughout its service territory. Copies of its rate schedules and service rules are on file with Mississippi Public Service Commission, at Association's General Office at Bay St. Louis, and each division office. Upon request by any Member, Association will furnish a copy of these service rules and rate schedule applicable to his service.

2. No promise, agreement, or representation shall bind Association unless same be in writing and approved by an authorized representative of Association, and no employee or officer of Association is authorized to waive this provision.

3. Obligation of Association to furnish electric service is dependent upon its securing and retaining necessary rights, easements, privileges, franchises, permits, material, and apparatus, and Association shall not be liable to Consumer in event it is delayed in delivery of service, or is prevented from furnishing service contracted for, by its failure to secure and retain such rights, easements, privileges, franchises, permits, material, and apparatus and service to Consumer shall also be subject to all laws, rules and regulations under which Association may from time to time be operating. In event Association is delayed in or prohibited from delivering service from any of above causes time fixed for commencement of electric service shall be extended for a period equal to such delay, and if service is interrupted from injunction, strike, riot, invasion, flood, fire, accident, act of God, breakdown, or from maintenance of or repairs to its system or any part thereof, or from cutting in new Consumers or from any cause beyond Association's control, Association shall not be liable to Consumer for such interruptions but shall use its best efforts to restore service, and during such interruptions Consumer shall have right to use such other

electric energy as may be available, provided that Consumer shall isolate his system from Association's system during such use and shall so notify Association. Such obligation of Association is further dependent upon and subject to Acts of United States Government and State of Mississippi and to conditions brought about by war, whether declared or undeclared, and Association assumes no obligation to provide or continue delivery of any quantity of electric service when or in event it is required to supply such electric service to United States government or to any person, firm, corporation, business, or industry designated by United States Government. In event of any emergency threatening integrity of system by which Association obtains its power supply, Association to preserve most practical continuity thereof, may curtail or interrupt service to all or any of its Consumers when, in its judgement, reasonably exercised, such curtailment or interruption will end to prevent or alleviate such threat, and such judgement of Association shall be deemed conclusive on all parties involved. Determination thus made by Association of Consumers to be curtailed or interrupted shall also be conclusive on all parties involved, and Association shall be under no liability with respect to any such curtailment or interruption.

4. All property of Association that is placed in or upon Consumer's premises, and used in supplying service to him, is placed there under his protection. Cost, for any loss or damage to such property, exclusive of normal wear and tear, shall be payable by Consumer to Association.

5. Consumer shall by ownership or lease furnish, operate, and maintain all wiring and electric equipment, except Association's metering equipment, beyond Point of Service Delivery. When metering equipment is located on Consumer's side of Point of Service Delivery, consumer will provide as a part of his wiring and at his expense suitable accommodation for such metering equipment at location as prescribed under Section VIII, 4.

6. Association shall not be in any way responsible for transmission or control of electric energy beyond Point of Service Delivery to Consumer, and Association shall not be liable for damages on account of injuries to persons or property resulting in any manner from receipt and use by Consumer of electric energy from Association. Consumer shall keep his or its electric lines and equipment in safe operating condition and shall indemnify and save harmless Association on account of any claims and for any damages whatsoever to persons or property resulting from or which may be in any way caused by, or arise out of, installation, operation, and maintenance of lines and equipment belonging to Consumer, for receipt and use by Consumer of Electric energy.

7. Consumer shall give Association right for its employees to enter premises of Consumer at all reasonable times for purposes of keeping in repair or removing its property or inspecting its own wires, reading meters, and performing any other work incidental to rendering service to Consumer. Service may be terminated upon written notice when Consumer's premises are inaccessible for such purposes for an unreasonable length of time.

8. In event Consumer shall make an assignment for benefit of Consumer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge, or if Consumer be adjudged a bankrupt, or if Consumer's affairs be placed in hands of any court for administration, service contract with Consumer's option shall terminate and be at an end.

9. Consumer has the obligation to install necessary and appropriate protective devices on all equipment. Consumer will be responsible for protecting its facilities from the effects of single phase conditions of three phase supply, occurring without fault of Association and Association shall not be liable for damage to Consumer's facilities resulting therefrom.

10. Association reserves right to modify these service rules, and to make additional service rules, at any time or from time to time in manner prescribed by the Board of Directors.

11. These rules and regulations are not intended to conflict with the law, or the Bylaws, or the Articles of Incorporation, or the rules and regulations of a lending or regulatory agency. If a conflict exists the applicable law, or the Bylaws, or the Articles of Incorporation, or such rules and regulations will prevail.

This institution is an equal opportunity provider and employer.