

Applicability

This Schedule is applicable to District qualified local public agencies within customer classes GS-1, GS-2, GS-3, GS-TOU, SL, FL and municipal pumping. Local municipal agencies include City and County Governments, School Districts, and Special Districts. Prior to the provision of service hereunder, the customer shall be required to apply for GS-PAC, Public Agency Contract Rate, (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

Character of Service

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

Territory Served

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Electric Service Rules.

Monthly Rates

The following discounts apply to the customer's electric usage charge.

GS-1	10% discount
GS-2	10% discount
GS-3	10% discount
GS-TOU	10% discount
SL	10% discount
FL	10% discount
P-3	10% discount

Special Provisions

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

1. Annual Renewal

This Rate Schedule will be automatically renewed on an annual basis. The District may terminate the Rate Schedule at any time at its sole discretion.

2. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

3. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

4. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

5. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

6. Electric Service Rules

Service under this Schedule is subject to the District's Electric Service Rules as they may be amended from time to time.

**2011 Application for Service
Electric Rate Schedule GS-PAC**

1. _____ (hereinafter "Customer"), mailing address _____, hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

__GS-1 __GS-2 __GS-3 __GS-TOU __SL __FL __P-3

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such Rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

5. This Application, together with applicable Electric Rate Schedule(s) and GS-PAC, constitutes the sole, only and entire agreement and understanding between the parties hereto as to the subject matter hereof, and no changes, alterations or modifications hereof shall be effective unless in writing and signed by both parties.

6. Term of Agreement: Rate Schedule GS-PAC shall be effective in accordance with the following as described in Special Provision 1 of said Rate Schedule.

Date Approved by the District: _____

Customer

Modesto Irrigation District

Signature

Signature

Print Name

Print Name

Title

Title