

Corporate Policy 131
CONSUMER'S RESPONSIBILITY

The member-consumer shall be solely responsible for the installation, maintenance and safety of his wiring and equipment and the Association shall not in any way be liable for accident, or damages, occurring to the consumer or to third parties because of contact with or failure of any portion of the consumer's installation.

1. **Consumer's Installation** - The consumer's wiring shall be installed in accordance with the State and Association requirements and accepted modern standards, as exemplified in the National Electric Code, and shall be subject to inspection and approval of the appropriate inspection agency.

It shall be the consumer's responsibility to provide suitable protective equipment, such as fuses, circuit breakers and relays to adequately protect his equipment.

The Association will take all reasonable precautions to prevent phase failure and abnormal voltage variations, but cannot guarantee that such conditions may not occur due to circumstances beyond its control. The consumer shall provide appropriate protective equipment so that his motors and other equipment will be disconnected from the line when service is interrupted, on one or more phases, or under low voltage or other conditions which could cause damage to such equipment. The Association reserves the right to refuse or discontinue service to a consumer's equipment or wiring, where such equipment is in a hazardous condition or not in conformity with lawful codes and regulations.

2. **Service Available** - When service is made available by the Association, the member-consumer shall assume full responsibility for the usage of electric energy and shall take all reasonable and proper precautions to prevent damage to the Association's property on his premises.

Service shall be deemed available on the first billing date following completion of the construction of the line. In the event of failure of the member to accept service, the Association may, after the line has been completed for a period of six (6) months, remove the material and equipment which has been installed to serve such member. If such member desires service at a later date, the Association shall require payment of the costs of removing and reinstalling such material and equipment.

3. **Point of Delivery** - The Association will construct and maintain the facilities required to provide service to the point of delivery. The point of delivery is that point on the consumer's premises, or other agreed point, where the Association's electrical service conductors terminate and the consumer's wires are connected. All equipment and conductors on the load side shall belong to and be the responsibility of the consumer, except meters and metering equipment provided by the Association.

CONSUMER'S RESPONSIBILITY (Continued)

4. **Consumer's Liability** - The consumer shall indemnify, save harmless and defend the Association against all claims, demands, costs or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of electrical current at or on the consumer's side of the point of delivery.
5. **Changes in Consumer's Wiring and Equipment** - Because of the risk of damage to property and the possibility of fire or personal injury resulting from improper wiring and manner of attachment or use and maintenance of electric appliances, fixtures and apparatus, (it is advisable that) the consumer shall allow no one except experienced and capable electricians to install or make any change, alterations, additions, or repairs to any part of his installation.

All equipment supplied by the Association on the consumer's premises has a definite capacity and, for this reason, it shall be the responsibility of the consumer to notify the Association before any change is made in the load characteristics or change of purpose or location of his installation. Failure to give such notice may render the consumer liable for any damage to meters or accessories, transformers or wires of the Association, caused by the additional or changed installation.

6. **Relocation of Delivery Point** - All costs of relocation of a point of delivery for the sole convenience of a consumer will be billed to the consumer.
7. **Resale of Energy** - The consumer shall not, directly or indirectly, resell the electrical energy supplied by the Association without consent of the Association.

In the event authorization is granted to a wholesale customer for the resale of energy, the following conditions shall apply:

- A. Delivery of electric energy to consumers by a wholesale customer of the utility shall be at the same rate and class of service as if such consumers were receiving service directly from the utility.
- B. Wholesale and retail rate schedules must be conspicuously posted at the office of the wholesale customer.
- C. All billing rendered by the wholesale customer to consumers shall contain the following data:
 1. Previous meter reading and date.
 2. Present meter reading and date.
 3. Amount of consumption by KWH.
 4. Amount payable by consumer for electric service.

CONSUMER'S RESPONSIBILITY (Continued)

- D. The wholesale customer shall retain all billing records at its local business office for a minimum of three years, such records to be made available upon request to representatives of the serving utility and/or the Public Service Commission of Nevada for verification of electric service charges made to tenants.
 - E. The wholesale customer must undertake arrangements with a qualified meter testing facility for the testing of electric subordinate meters should its consumers request such testing. Costs related to testing meters shall be assessed in the same manner and in the same proportions as set forth in the serving utility's filed tariffs.
 - F. After 15 days notice, failure to comply, in all respects, with conditions A through E hereinabove, shall be sufficient basis for immediate discontinuance by the utility of service to the wholesale customer.
8. **Termination of Service** - Consumers who have fulfilled their contract terms and wish to discontinue service must give at least ten (10) days notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of the contract term will not relieve the consumer from any minimum or guaranteed payment under any contract or rate, unless a successor in occupancy of the premises, agrees to assume the responsibility for the remaining term of the contract.
9. **Clearances** - The National Electric Safety Code requires certain minimum clearances be maintained between energized conductors and buildings or other installations. Consumers are responsible for maintaining those specified clearances when constructing buildings, signs, chimneys, antennas, tanks or other facilities. Consumers should contact the Association for the required clearances whenever construction is occurring in the vicinity of Association power lines.