

## Agreement for Electric Service

This Agreement, made \_\_\_\_\_, by and between Virginia Electric and Power Company, a Virginia Corporation, doing business as Dominion Energy Virginia, (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, Electric Service 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 one (1) year 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. Notwithstanding this initial term, the Customer may discontinue purchasing Electricity Supply Service from the Company at any time in accordance with the Company's applicable rate schedules, Terms and Conditions, Virginia Law, and Commission rules for changing energy suppliers. Discontinuance of Electricity Supply Service from the Company does not relieve either party from the obligations under this Agreements with respect to the Electric Service or other products and services as may be addressed herein. Additionally, upon notice of termination from the Customer, Customer agrees to pay any remaining balances of obligations previously agreed to under this Agreement for Electric Service, including, but not limited to, Facility Charges, Minimum Demand Charges, Company Net Non-Betterment expenses or similar commitments made hereunder.

The normal facilities providing Electric Service to the Customer shall have a capacity to serve a 30-minute mean load not to exceed \_\_\_\_\_ kVA. If Electric Service is provided hereunder through new service facilities, the parties hereto shall make every reasonable effort to commence to provide and to receive Electric Service on a date agreed upon by the Customer and the Company. In the event the Company is unable to provide Electric Service, or the Customer is unable to receive Electric Service the agreed upon date, the date can be changed by mutual consent.

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

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

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. Likewise, the execution of this Agreement is a prerequisite for the installation of electric service. In the event the Customer is unable to sign the Agreement, the installation of electric service may be canceled or delayed.

Customer \_\_\_\_\_

Company \_\_\_\_\_

Date Printed \_\_\_\_\_

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Fifth -- The provision of Electric Service under this Agreement shall be subject to all applicable Terms and Conditions of service on file with the appropriate regulatory 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 Virginia State Corporation Commission embody the entire Agreement between the parties hereto and supersede 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 provision of Electric Service prior to the date of this Agreement at the premises 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 -- The Customer warrants that it is a legal business entity duly organized and existing under the laws of the Commonwealth of Virginia, and the individual executing this Agreement on behalf of the Customer has been duly authorized to execute this Agreement on the Customer's behalf.

Tenth -- 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 or provision thereof) so declared shall be considered unlawful, invalid, or otherwise unenforceable.

Eleventh -- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of laws provisions.

Customer \_\_\_\_\_

Company \_\_\_\_\_

Date Printed \_\_\_\_\_

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AGMT \_\_\_\_\_

Customer's Full Name	Virginia Electric and Power Company, doing business as Dominion Energy Virginia
Customer's Federal Tax ID	
By	By
Typed or Printed Name of Person Signing	Typed or Printed Name of Person Signing
Title	Title
	Agreement Effective Date
	Initial Billing Period (Agreement Effective Date) for the Customer Referenced in Paragraph First Shall Commence on:
	But not later than ninety (90) days after the facilities are made available to the customer. Contract Minimums, if applicable, will be made effective according to the dates referenced within Paragraph Second.

Premise ID:  
Account #:  
**Work Request #:**

Customer \_\_\_\_\_

Company \_\_\_\_\_

Date Printed \_\_\_\_\_

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Filed 12-09-25  
Electric-Virginia

Superseding Filing Effective 07-01-18.  
This Filing Effective 01-01-26.

