



HEART of TEXAS ELECTRIC CO-OP

PO Box 357
McGregor, TX 76657
254-840-2871

PO Box 598
Rosebud, TX 76570
254-583-7955

LEVEL PAYMENT AGREEMENT

The undersigned "Member-Customer" and Heart of Texas Electric Cooperative, Inc. (the Cooperative), hereby agree that payments for electric utility service supplied by the Cooperative shall be made by Member-Customer in accordance with the Cooperative's Level Payment Plan. This Level Payment Agreement shall be applicable only with respect to electric utility service provided to Member-Customer's residence located as shown below:

Name of Member-Customer: _____
Address: _____
City, State, Zip: _____
Account Number: _____

In accordance with the Level Payment Plan, the Cooperative and Member further agree as follows:

1. Member's monthly payment will be approximately \$ _____ starting _____, 2010. This amount is the average monthly billing for electric service based upon Member's usage of electricity during a recent 12-month period. The member agrees to pay the adjusted amount billed by the Co-op monthly. **This amount is recalculated each month using the most recent 12 month's usage on the member's account. The member's level payment amount WILL NOT be the same every month.**
2. Member understands that the meter must be read monthly and a bill will be calculated based upon the Cooperative's applicable rate schedule then in effect and actual kilowatt hours used. The billing will serve as notice to the Member of the total amount of the Consumer's obligation for the account described above. Member, however, shall pay the level payment amount set forth above as adjusted so long as this Level Payment Agreement is in effect. One-twelfth of the accrued credit or debit balance will be added to or subtracted from the member's most recent 12 month average to determine level payment amount. Payments received by the Cooperative will be credited to the Member's account and any balance over or under the amount of Member's obligation shall be carried forward and shown on the next monthly statement.
3. This agreement may be discontinued upon proper notice by either the Member or the Cooperative. Proper notice will consist of 30 days oral or written notice. If this Level Payment Agreement is discontinued, any amount owed by the Member to the Cooperative as shown on the Cooperative's billing shall be due and payable, 16 days after issuance of the bill, in accordance with the Cooperative's policies. If there is a credit balance in the Member's account at the time this agreement is discontinued the Cooperative will either refund the credit balance to the Member or apply it to future billings.
4. If Member fails to pay the level payment amount by the due date shown on the Cooperative's monthly billings, this agreement shall terminate, and Member agrees to pay the Cooperative billings for electric utility service thereafter.

Member's Signature: _____ Date: _____

Heart of Texas Electric Cooperative, Inc.

By: _____ Date: _____