

LEVEL BILLING AGREEMENT

Name: _____ Date: _____

Account #: _____

Address: _____ Amount: _____

Agreement between the City of Idaho Falls, a municipal corporation hereinafter called "City", and the above named person or persons, hereinafter referred to as "customer".

The City and customer agree as follows:

1. Customer agrees to abide by all rules and regulations of the level billing program and all ordinances of the City of Idaho Falls pertaining to Idaho Falls Power, except as may be inconsistent with the provisions thereof.
2. City agrees to bill customer for electrical services and customer agrees to pay a level pay amount, as hereinafter set forth, for electrical utility service billed during customer's monthly billings commencing on customer's May billing of the year in which this Agreement is signed and continuing to and including the April billing of the following year, such period hereinafter referred to as "level pay period". Such level pay amount shall be the amount set forth above and shall be payable each month during the term of this Agreement. Customer further agrees that the City will, in addition to the level pay amount, bill customer for the existing electrical service charge, together with charges for water, sewer, garbage and seasonal sprinkling and security lighting or other utility services in accordance with City Code.
3. Customer understands and agrees that such level pay amount is based upon customer's projected electrical consumption and upon projected electrical rates for such level pay period. The City will review each level pay account on a quarterly basis, and in the event it appears that customer's projected account in April of the level pay period will have a shortfall of at least the amount of the level pay amount set forth above in addition to the level pay amount due in April, the City may increase the level pay amount by such amount as will more accurately reflect customer's average projected yearly billing for electrical service.
4. The city will read the customer's electric meter on a monthly basis, and customer's actual kilowatt hour consumption and the billing charge related thereto will be reflected on customer's regular monthly billing statement. Such statement will also show the cumulative difference between customer's level pay amount and the amount of the customer's billings based upon actual consumption of electrical power. In April of the level pay period, any debit or credit balance will be charged or credited against customer's April utility billing, and such total billing shall be due within 30 days from the date of the billing.
5. Customer may terminate participation in the level billing program at any time, either by paying the regular utility bill shown on his or her monthly statement or by notifying the City of his or her desire to terminate participation in the level pay program. In the event the customer has a credit balance at the time of such termination, such amount shall be first credited against any utility service billing due and owing, and if such credit exceeds the amounts owed by customer, then the balance shall be applied against charges for utility service rendered thereafter. In the event the customer discontinues all utility services, then such excess shall be refunded to customer within 30 days after such termination.
6. In the event customer becomes delinquent in payment of the level pay amounts (bills become delinquent 30 days after the statement date), the City will terminate customer's participation in the level billing program and any credit or debit balance will be charged against customer's regular monthly billing following such termination.
7. In the event of termination, whether voluntary or involuntary, customer shall not be eligible to participate in the level billing program until the month of May following the date of such termination. If customer moves to another location within the city, customer will not be eligible until he or she has received at least 12 months' continuous service at such new location.
8. Customer represents that he or she will not utilize electric service from the location reflected by the account number set forth above for purposes other than for residential or household purposes, and in the event customer begins using electrical services for other purposes, the city may terminate customer's participation in the level billing program.
9. In April of the level pay period, the city will notify customer of the level pay amount for the next succeeding level pay period, and upon customer's payment of said amount in his or her May billing, this agreement shall be deemed to be extended for the succeeding level pay period upon the same terms and conditions hereof. In the event customer has a credit balance at the end of the level pay period, then such credit balance will be credited against customer's projected billings for utility services for the succeeding level pay period. If the customer opts not to participate in the level pay program, then such credit will be credited against customer's next regular monthly billing.
10. The city reserves the right to alter any term or condition of this agreement upon at least 30 days' written notice to customer, provided however that any such alteration or modification of the terms hereof shall be generally effective for all customers participating in the level pay program.

Customer signature: _____

City representative: _____