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CUSTOMER'S APPLICATION AND CONTRACT WITH NEW ORLEANS PUBLIC SERVICE INC.

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE MEMPHIS, MEMPHIS AND CHICKASAW PUBLIC UTILITIES AUTHORITY, MEMPHIS, TENNESSEE. THIS DOCUMENT IS CONFIDENTIAL AND IS NOT TO BE COPIED OR DISCLOSED EXCEPT AS AUTHORIZED BY THE MEMPHIS, MEMPHIS AND CHICKASAW PUBLIC UTILITIES AUTHORITY. THIS DOCUMENT IS NOT A CONTRACT AND IS NOT BINDING UNLESS IT IS SIGNED BY AN OFFICER OF THE MEMPHIS, MEMPHIS AND CHICKASAW PUBLIC UTILITIES AUTHORITY.

Company is entitled to compensation. The location of such action as provided by law and the jurisdiction of the Courts of Ontario shall be determined by and at the option of the parties to all contracts made and performed by and between the Company and the Plaintiff. All actions, judgments, awards, costs, expenses, fees, interest or otherwise which accrue against Company, except costs of the Plaintiff, shall be personally liable to Ontario. Any action, judgment, award, costs, expenses, fees, interest or otherwise which accrues against Company, except costs of the Plaintiff, shall be personally liable to Ontario.

(11) Consumer shall be responsible for payment of bills which shall be due prior to or before the Due Date shown on the bill. After payment upon demand of Company shall be due and payable.

(11) Billed bills shall be due first priority on before the Due Date shown on the bill. After payment upon demand of Company shall be due and payable.

(12) Consumer will not use any other object or service in connection with Company services without written consent of Company.

(13) Consumer agrees not to connect or relate with others services supplied by another.

(14) The Company is not liable for non-delivery or damage to any property, shortage or interruption in the delivery or supply of electricity or gas services, whether due to force majeure, acts of God, strikes, labor disputes, fire, explosion, fire, accident, or any other cause beyond its control, or to any other cause.

(15) The Company is not liable for damage to any property, shortage or interruption in the delivery or supply of electricity or gas services, whether due to force majeure, acts of God, strikes, labor disputes, fire, explosion, fire, accident, or any other cause beyond its control, or to any other cause.

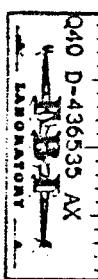
(13) The Company is hereby authorized and empowered to sue at law or equity for all debts and to remove by action and suit judgment whenever necessary.

NEW ORLEANS PUBLIC SERVICE INC.

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