

AGREEMENT FOR STUDY SERVICES
(_____ Study)

This Agreement for Study Services (“Agreement”) is made and entered into as of the ____ day of _____, 202__ (“Effective Date”) by and between **Wabash Valley Power Association, Inc. dba Wabash Valley Power Alliance** (“Wabash”), an Indiana nonprofit corporation, whose offices are located at 6702 Intech Boulevard, Indianapolis, Indiana 46278 and _____ (“Customer”), a _____, whose offices are located at _____. Wabash and Customer may herein be referred to collectively as “Parties” or singularly as “Party”.

WHEREAS, Wabash operates an electric utility which generates, purchases, sells, and transmits electricity; and

WHEREAS, Customer desires engineering services to be provided by Wabash as described herein;

Now, THEREFORE, in consideration of and subject to the mutual covenants stated below, the Parties agree as follows:

1. The Customer requests Wabash to perform engineering services for Customer as described in Attachment A (the “Work”) or as may be separately agreed to in writing by both Parties. Customer agrees to provide Wabash the necessary information to allow Wabash to perform the Work.
2. In consideration for Wabash performing the Work, Customer agrees to pay Wabash the costs and charges incurred by Wabash, including the hourly labor costs plus associated benefits of Wabash employees, associated with performing the Work.
3. Wabash shall proceed with the Work and shall complete it subject to other work or activities already underway by Wabash. Wabash shall notify Customer if Wabash experiences delays in completing the Work and shall keep Customer apprised of an estimated completion date.
4. Within five days of the Effective Date, Customer shall provide Wabash with a \$5,000 pre-payment to cover the estimated cost of the Work. Wabash will invoice Customer for any additional costs that exceed the pre-payment amount and Customer shall pay such amount(s) within 30 days of the date of each invoice. Any excess funds remaining after completion of the Work shall be refunded to Customer within 30 days.
5. By performing the Work, Wabash makes no commitment, agreement, or arrangement beyond the performance of the Work and expressly disclaims any warranty to or from the Work. Wabash accepts no liability for any special, punitive, incidental, or consequential loss or damage whatsoever resulting from Wabash’s performance of the Work. No result of the Work shall obligate Wabash to any conclusion or course of action.

6. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by laws of the State of Indiana, without regard to its conflicts of law principles. The Parties agree that for any action brought under or regarding this Contract, the exclusive venue for such action shall be in the state or federal courts located in or encompassing Marion County, Indiana. The Parties hereby agree to waive trial by jury, and this signed Agreement may be submitted as evidence of such jury waiver.

7. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means ("Electronic Signature"), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Contract for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, Wabash and Customer have signed and delivered this Agreement as of the date first above written

**Wabash Valley Power Association, Inc.
dba Wabash Valley Power Alliance**

Customer: _____

By: _____

By: _____

Printed Name/Title

Printed Name/Title

Attachment A

The Work to be performed by Wabash for Customer is summarized below.

Project Description:

Pre-Payment Amount: \$5,000

Estimated Cost of Work:

Scope of Services:

Study Assumptions:

Information to be Provided by Customer:

Study Output:

Study Schedule:

Limitations: Completion of this Work does not impose or imply any obligation by Wabash to proceed with construction of any new facilities or allow any new connection to the Wabash electric system, without a mutual agreement between the Parties regarding the addition and ownership of any new or existing facilities, the schedule for construction, and the relevant cost and recovery issues. Such cost and recovery issues include, but may not be limited to, cost impacts to other Wabash customers resulting from this project.