

**ILOILO 1 ELECTRIC COOPERATIVE, INC.**  
**(I L E C O - I)**  
**Tigbauan, Iloilo**

**ELECTRIC SERVICE CONTRACT**

Name of Consumer/Firm: \_\_\_\_\_  
Spouse/Representative: \_\_\_\_\_  
Permanent/Business  
Address: \_\_\_\_\_  
Location of Installation: \_\_\_\_\_  
Kind of Service: \_\_\_\_\_ Service Required: \_\_\_\_\_ Type of Company: \_\_\_\_\_  
Owner of Lot/Building/Establishment, if Renting: \_\_\_\_\_  
Address of Lot/Building Owner: \_\_\_\_\_

**KNOWN ALL MEN BY THESE PRESENTS:**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by between the Iloilo 1 Electric Cooperative, Inc. an electric cooperative duly organized, registered, existing by virtue of and in accordance with Philippine Laws, with principal place of business at Tigbauan, Iloilo, Philippines, hereinafter known as "ILECO-1" and herein represented by its General Manager Engr. Miguel A. Paguntalan Jr.;

and

\_\_\_\_\_ (of legal age, and a resident of \_\_\_\_\_/a domestic corporation duly organized, registered, existing by virtue of and in accordance with Philippine Laws with principal business address at \_\_\_\_\_, herein represented by \_\_\_\_\_), hereinafter known as "CONSUMER"; and,

\_\_\_\_\_ (of legal age, and a resident of \_\_\_\_\_/a domestic corporation duly organized, registered, existing by virtue of and in accordance with Philippine Laws with principal business address at \_\_\_\_\_, herein represented by \_\_\_\_\_), herein after referred to as "OWNER" of the premises subject matter of this Contract;

**WITNESSETH:**

1. **POWER SUPPLY.** The ILECO-1 shall furnish electric service to the CONSUMER's electrical installation, the total load of which shall not exceed \_\_\_\_watts, provided said electrical installation is covered by all required permits, inspected and found to be in accordance with its policies, rules and regulations, as well as that of the National Electrification Administration, and the CONSUMER hereby agrees to strictly adhere to and comply with said policies rules and regulation.

2. **CONTINUITY OF SERVICE AND ADEQUACY OF POWER SUPPLY.** ILECO-1 shall not be held liable for power interruption or, inadequate supply of electricity or, for any injury to any person or damage to any property resulting here from. ILECO-1 however shall exercise reasonable diligence to provide reliable and adequate supply of electricity to the CONSUMER. The ILECO-1 reserves the right to temporarily suspend electric service to the CONSUMER whenever repair(s) of any of its facilities are necessary or, for a purpose ILECO-1 deems best and appropriate.

3. **RIGHT-OF-WAY.** The CONSUMER shall secure for ILECO-1 the *necessary right-of-way* for the supply of electricity to the CONSUMER's premises. The CONSUMER shall provide to ILECO 1 at no cost, any rights of way for a line extension across property it owns and controls and, **agrees** to allow the entrance and/or passage of newly constructed distribution lines in its property without any additional compensation. The CONSUMER further **agrees** to allow the construction of lines and/or erection of pole(s) in its property especially for missionary electrification purpose(s). (REFERENCE: ARTICLE 2.6.8 OF THE DSOAR)

4. **OWNER OF PREMISES.** In case the premises served is not owned by the CONSUMER, both the CONSUMER and the registered or declared OWNER of the lot/building, shall be signatories in this Contract and, both shall be jointly and severally liable for the electric bill(s) and other charge(s), and for damages that may accrue in favor of ILECO-1. For all intents and purposes of this Contract, the CONSUMER and the OWNER shall be jointly and severally liable for any and all obligations arising therefrom.

5. **TECHNICAL REQUIREMENTS OF INSTALLATION/OPERATION.** The electrical installation within the CONSUMER'S premises shall be designed, constructed, installed and operated, according to ILECO-1's technical requirements.

6. **SAFETY OF INSTALLATION.** The CONSUMER shall exercise reasonable diligence in the maintenance of any and all electrical installation(s) within its premises; ensure that the same shall be in proper condition at all times, to guarantee utmost safety. Any maintenance work that will be required of or undertaken by ILECO I shall be at the CONSUMER expense.

7. **ENTRANCE TO PREMISES.** The CONSUMER authorizes any representative of the ILECO-1 to enter its premises to conduct, inspection of electrical installation(s), meter reading or meter testing, making repairs or, for any other purposes consistent with ILECO-1's rules, policies and regulations, as well as to remove and dispose any device used for any prohibited acts, in accordance with its rules, policies and regulations.

8. **OWNERSHIP OF MATERIALS.** All meters, wires, equipment and, other materials installed by ILECO-1 at its expense within the CONSUMER's premises, shall belong to and, shall remain the property of ILECO-1 and which may be removed by ILECO-1 any time upon re-connection of service.

9. **PILFERAGE.** The CONSUMER shall not, tamper with ILECO-1's installed kilowatt-hour or demand meter, install jumper, or any other device(s) used for pilferage of electricity. The CONSUMER shall likewise be held liable for any breakages or damage to ILECO-1's property installed within the premises.

10. **USAGE OF ELECTRICITY.** The CONSUMER shall use the electric power/energy supplied solely for the purpose(s) stated. The CONSUMER shall not, under any circumstance, resell the electric power/energy purchased or allow any sub-connection.

11. **INCREASE IN LOAD.** The CONSUMER shall inform ILECO-1 in writing of any increase in its connected load, especially if the same affects the CONSUMER'S rate schedule classification or, cause the electric meter to be overloaded causing damage thereto. In case of any unauthorized addition, change, overloading negligence and, other causes within the control of the CONSUMER, ILECO-1 shall promptly remove and dispose any device(s) or material(s) used in the violation of this provision, in accordance with its policies, rules and regulations.

12. **ADHERENCE TO ILECO-1 RULES.** The CONSUMER hereby agrees to abide by, adhere to and strictly comply with ILECO-1 rules, regulations and policies, such as but not limited to, payment of electric bills and other charges, apprehension and penalties for prohibited acts, inspection of electrical installation(s), disconnection and re-connection of service.

13. **DISCONNECTION OF SERVICE.** The ILECO-1 reserves the right to immediately discontinue electric service for any violation or, failure to comply with the required specifications for electrical installations, or any unsafe practice(s) by the CONSUMER, failure by the CONSUMER to pay any money claim of ILECO-1 or for any other act by the CONSUMER prejudicial to ILECO-1.

14. **WAIVER OF RIGHTS.** Disconnection of electric service does not constitute a waiver of ILECO-1's right to institute any other legal remedy as may be proper nor, any delay in the enforcement of such right shall constitute a waiver of said rights.

15. **ADVANCE FOR BILLS AND MATERIALS.** The ILECO-1 reserves the right to require the CONSUMER to pay for or advance the cost of the transformer and other electrical materials necessary for the electrical installation, in accordance with ILECO-1's policy, rules and regulations as well as to require the CONSUMER to advance to ILECO-1 an amount for electric bill(s) under such terms conditions as ILECO-1 may deem proper.

16. **ASSIGNMENT OF RIGHTS.** Neither this Contract nor any interest therein shall be transferred or assigned by the CONSUMER without the written consent of ILECO-1.

17. **SUCCESSION AND TERMINATION OF CONTRACT.** This contract shall be binding upon the CONSUMER's heirs and successors-in-interest and, shall remain in force unless terminated as heretofore provided. Either party, however, may terminate this Contract by giving the other party advance written notice of not less than thirty (30) days in the case of ILECO-1 and, not less than forty-eight (48) hours in the case of the CONSUMER. As long as the CONSUMER has not given such written notice to ILECO-1, the CONSUMER remains liable for all electric bills and other charges for the electric service furnished by ILECO-1.

18. **RELOCATION OF LINES AND POLES.** The CONSUMER agrees to pay the cost of labor, fuel, materials and other overhead costs for relocation of lines and poles from existing site to new location/route for its use provided that the concerned line/s and/or pole/s have been existing or was/were installed in the area for

at least five (5) years to be reckoned from the time the relocation request was made. (REFERENCE: ARTICLE 2.6.7 OF THE DSOAR, CHAPTER 3 SECTION 16 OF RA 10531)

**19. CONSTRUCTION OF STRUCTURES UNDER THE DISTRIBUTION LINE.** The ILECO-1 **SHALL NOT BE HELD LIABLE** for any untoward incident such as electrical accidents and/or electrocution resulting from the construction of structures by the CONSUMER, directly under the high-voltage distribution line without authority, prior notice and/or, coordination with ILECO-1.

**20. CLEARING OF LINES.** The ILECO-1 **SHALL NOT BE HELD LIABLE** for any untoward incident such as electrical accidents and/or, electrocution resulting from the conduct of clearing activities without due authorization, coordination and/or, prior approval of ILECO-1. The CONSUMER further **agrees** to allow ILECO-1 to trim down and/or, cut trees and/or, branches of trees owned and/or, located within the CONSUMER's premises that pose danger and obstruction to the distribution lines and facilities.

**21. BILL GUARANTEE DEPOSIT.** The CONSUMER **agrees** to post **additional** deposit approximate his/her actual average monthly consumption in the event that the said consumption exceeds the initial amount of deposit tendered at the time of application. (REFERENCE: ARTICLE 3.4.3 OF THE AMENDED DSOAR, ARTICLE 28 OF THE MAGNA CARTA)

**22. CONTRIBUTION IN AID OF CONSTRUCTION.** The CONSUMER **agrees** to pay relevant costs necessary for the construction of lines on areas without existing distribution system especially when the said lines shall be used for exclusive and/or commercial purposes. The said payment shall be treated as CONTRIBUTION IN AID OF CONSTRUCTION (CIAC) subject to reimbursement at terms agreed upon by the CONSUMER and the Cooperative in accordance with existing Rules and Regulations. For this purpose, the CONSUMER and the Cooperative shall execute an additional and SEPARATE AGREEMENT detailing specific provisions relative thereto. (REFERENCE: SECTION 2.7 OF THE DSOAR)

**23. INCORPORATION PROVISION.** The provisions of the pertinent laws, rules and regulations and resolutions issued in the implementation of the said pertinent laws, its subsequent amendment(s) or modification shall be deemed automatically incorporated or adopted in this agreement.

**24. LEGAL ACTIONS.** The CONSUMER agrees to pay attorney's fees equivalent to 25% of ILECO-1 claim, plus other legal expenses, should the CONSUMER's act necessitate court action. Any legal action arising from this Contract shall be filed with the proper Court of the municipality where the electric service connection involved is installed.

Signed at Tigbauan, Iloilo, Philippines on the date herein above written.

**ILECO-1**

**CONSUMER**

By:

**ENGR. MIGUEL A. PAGUNTALAN JR.**  
General Manager

\_\_\_\_\_  
**Sign Over Printed Name**

ID. No. \_\_\_\_\_

Issued at \_\_\_\_\_

Issued on \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

**LYN LEE L. TORREBLANCA**  
Acting Institutional Services Department Manager

\_\_\_\_\_  
Sign over Printed Name

(Lot Owner/Subdivision Developer/ MCO)

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
City and Province of Iloilo )S.S.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared \_\_\_\_\_, who presented his Competent Evidence of Identity \_\_\_\_\_ and **ENGR. MIGUEL A. PAGUNTALAN JR**, who presented his Competent Evidence of Identity **CRN -006-0053-6665-9** made known to me be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed. This instrument consisting of four (4) pages including this page where the acknowledgment is written has been signed by the parties and their instrumental witnesses on every page thereof.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my Notarial Seal at the place and on the sate first herein above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series No. 2023.