

# ATTACHMENT 1: CONTRACT COVER SHEET

**Agreement Date:** <insert date>

**Contract Number:** <to be completed by TNMP>

LOAD MANAGEMENT CONTRACT BETWEEN TEXAS-NEW MEXICO POWER COMPANY  
AND  
<insert company name>

TNMP 577 N. Garden Ridge Blvd. Lewisville, TX 75067	ABC COMPANY, INC. 123 Alphabet Street City, State Zip
<i>Direct All Correspondence To:</i> Stefani Case Phone: 214-222-4174 Email: Stefani.Case@tnmp.com	<i>Direct All Correspondence To:</i> Contact Person Phone: 123-456-7890 Email: contactperson@abccompanyinc.com

**Valid From:** January 1, 2022

**Valid End:** February 28, 2022

**Target Value:** <insert maximum curtailment load> kW

**Payment Terms:** Due by April 15, 2022

This Contract is entered into by and between Texas-New Mexico Power Company (TNMP) and <insert company name> (Participant or project sponsor), to provide miscellaneous goods and services connected with the TNMP Interim Load Management Pilot Program (ILMPP), all in accordance with the following:

- Attachment 2: Compensation Schedule
- Attachment 3: Scope of Work
- Attachment 4: Terms and Conditions of Services
- Attachment 5: Supplier Profile Form & Substitute W9
- Attachment 6: Dispatch Instructions

## Notice to Participant

The Target Value listed above represents an estimated amount. TNMP does not represent, warrant, or guarantee that this value, or any other value, will be reached under this Contract. Participant shall only be paid for those goods and services actually rendered and accepted in accordance with the above noted attachments.

Nothing herein shall limit or otherwise restrict TNMP from procuring like or similar services from other vendors, without notice to or approval of Participant.

## Privacy

Any notice to your retail electric provider (REP) is voluntary and not required. You may authorize TNMP to inform your REP of your enrollment in the ILMPP program and any deployment of ILMPP during the term of the program. Otherwise TNMP will only share information required to provide service to you as required by statute, tariff, rule or order of an applicable regulatory or judicial authority. Your affirmative choice for TNMP to provide such information must be reflected by your signature below as either an individual customer or a project sponsor.

### For individual customers:

I authorize TNMP to provide notice to my REP of my enrollment in the ILMPP and deployment of the ILMPP. If I change REPs after my enrollment, I understand that I will be responsible for providing notice to my new REP of record, if I choose to do so, of my enrollment in the ILMPP and deployment of the ILMPP.

---

Signature of Acknowledgement

### For project sponsors (e.g. aggregators):

I have received consent from the customer that authorizes TNMP to provide notice to the customer's REP of the customer's enrollment in the ILMPP and deployment of the ILMPP. Attached is evidence of such consent. If enrolled customers change REPs after enrollment, I understand that such customers will be responsible for providing notice to their new REPs of record, if they choose to do so, of their enrollment in the ILMPP and the deployment of the ILMPP.

---

Signature of Acknowledgement

## Agreement

**The parties' agreement to the foregoing terms is effective as of the Agreement Date above:**

---

Authorized Signature – TNMP  
Stacy Whitehurst, VP TNMP Regulatory Affairs

---

Authorized Signature

**THE TERMS OF THIS CONTRACT ARE SUBJECT TO THE CONDITIONS WITHIN THE ABOVE NOTED ATTACHMENTS.**