

Bartlett Electric Cooperative, Inc.

Application for Membership and/or Agreement for Electric Service

The undersigned, (hereinafter "Applicant") hereby applies for membership in, and agrees to purchase electric service from Bartlett Electric Cooperative, Inc., (hereinafter "Cooperative"), upon the following terms and conditions:

1. Membership Fee. The Applicant will pay to the Cooperative the sum of \$25.00 which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Only one membership and membership fee is required per applicant, regardless of the number of services requested.
2. Payment. Except as may be otherwise permitted pursuant to the Cooperative's Distributed Generation policies, tariffs, rules and regulations, or electric energy generated by backup generation on the premises, the Applicant shall purchase from the Cooperative all electric energy used upon the premises at Applicant's point of service and shall pay therefore upon terms and conditions which will be determined from time by the Board of Directors of the Cooperative, in accordance with the bylaws of the Cooperative. The Applicant agrees that if the account is not paid when due, and the Cooperative should retain an attorney or collection agency for collection, the Applicant agrees to pay all costs of collection including reasonable interest, reasonable attorney's fees (even if suit is filed) and reasonable collection agency fees.
3. Access. For each service location requested, the Applicant shall grant the Cooperative an easement, utilizing the Cooperative's easement form, granting the Cooperative all rights that the Cooperative, in its sole discretion, deems necessary for the Cooperative to construct, operate, and maintain facilities to provide service to the Applicant. No electric service shall begin at any service location requested by the Applicant until such easement form for that service location has been received by the Cooperative and the Cooperative has reviewed it and deemed it legally valid. The legal validity of the easement form shall be at the sole discretion of the Cooperative.
4. Compliance. The Applicant will comply with and be bound by the Articles of Incorporation and bylaws of the Cooperative, its approved tariffs, and such rules and regulations as may from time to time be adopted by the Cooperative or any governmental or regulatory authority having jurisdiction thereof.
5. Liability. The Applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that the Applicant's private property is exempt from execution for any such debts or liabilities.
6. Term. The acceptance of this Application, and the furnishing of the service by the Cooperative to the Applicant, shall constitute an acceptance of the above offer to purchase electric service, and this agreement between the Applicant and the Cooperative shall continue in force until such time as the Cooperative no longer provides service to the Applicant.
7. Breach. Upon the Applicant's failure to make payment or perform any obligation under this agreement, the Cooperative shall have the right to discontinue service as well as other remedies that may be available at law or in equity.
8. Contribution-in-Aid-of-Construction. The Applicant may be required to make a non-refundable contribution-in-Aid-of-Construction for line extensions or facility upgrades needed to comply with this service request.
9. Service. The Cooperative agrees to use reasonable diligence to provide electric service to a point of delivery at the Applicant's location. The Cooperative's liability is limited as provided in its tariff.
10. Contract. Requests for large or unusual service may require a supplemental contract to be executed stipulating additional terms and conditions.

Applicant(s) Initials _____

