

CHEROKEE COUNTY ELECTRIC COOPERATIVE ASSOCIATION

BUSINESS ENTITY
APPLICATION FOR ELECTRIC SERVICE AND MEMBERSHIP AGREEMENT
Page 1 of 3

Account Number: _____

Service Order: _____

Date: _____

“APPLICANT”

Business/Org. Name: _____ Fed. Tax ID/EIN: _____

Business Type: _____ (Corporation, Partnership, LLC, Etc.)

State of Formation: _____ Texas Secretary of State File No. _____

Service/911 Address: _____

Billing Address: _____

Business Phone: _____

Acct. Payable Contact: _____ Acct Payable Phone _____ Ext _____

State and DL #: _____ SS#: _____ DOB: _____

Email Address: _____

In order to establish a business entity membership in the Cooperative you may be required to provide the following documentation:

1. Proof of existence by providing a current Texas Secretary of State Certificate of Fact, Texas Comptroller Certificate of Good Standing or other documentation acceptable to the Cooperative.
2. Proof of authorized representative by providing a valid corporate resolution naming the person(s) authorized to act on behalf of the entity or other documentation acceptable to the Cooperative.

All authorized representatives/agents of an Applicant are subject to ID verification. Providing false or incorrect information will invalidate the application until any discrepancies are resolved.

“Applicant”, by submitting this application for Electric Service hereby consents/agrees to be a “Member” of Cherokee County Electric Cooperative Association (“Cooperative”). In consideration for becoming a Member and the ability to purchase Electric Service from the Cooperative as a Member, Applicant agrees to purchase Electric Service from the Cooperative and hereby consents/agrees to the following terms and conditions as a Member of the Cooperative (not an exhaustive listing, see Governing Documents):

1. **MEMBERSHIP:** By becoming a Member, the Member acknowledges that: (A) every Member is a vital and integral part of the Cooperative; (B) the Cooperative’s successful operation depends upon each Member complying with the Governing Documents (as defined in the Cooperative’s Member Policies); and (C) Members are united in an interdependent relationship. Member shall provide the Cooperative with any changes to Member’s contact information as necessary.
2. **COMPLIANCE WITH GOVERNING DOCUMENTS:** Member shall comply with the Governing Documents and specifically agrees to be legally bound by the Governing Documents as may be amended from time to time by the Cooperative’s Board of Directors (“Board”). If a Member fails to comply with the Governing Documents

CHEROKEE COUNTY ELECTRIC COOPERATIVE ASSOCIATION

BUSINESS ENTITY

APPLICATION FOR ELECTRIC SERVICE AND MEMBERSHIP AGREEMENT

Page 2 of 3

the Cooperative may cease providing Electric Service to the Member. Relevant Governing Documents are available at the Cooperative's main office in Rusk, Texas, or online at www.cceca.net

3. **CAPITAL CREDITS:** Member acknowledges that Member has no vested interest in Margins allocated to the Member as Capital Credits on the books of the Cooperative and is not entitled to the payment of any amounts reflected in a Member's Capital Credit account on the books of the Cooperative.
4. **DEPOSIT AND OTHER ACTIONS:** The Cooperative may require Applicant to provide a deposit. Applicant or Member hereby authorizes Cooperative to take any action it deems necessary to determine the creditworthiness of Applicant for determining any deposit amounts or other actions the Cooperative may require for establishing a Credit Account for Electric Service in the name of Applicant.
5. **PAYMENTS:** A Member shall pay the Cooperative for Electric Service as required by the Governing Documents. Amounts paid to the Cooperative may pay for periodical subscriptions received by the Member from the Cooperative or from another entity. Cooperative may apply any amounts, including deposits, paid by Member to all of the Member's accounts on a pro rata basis. Member may be charged interest or a late payment fee in accordance with the Governing Documents.
6. **LIABILITY:** A Member is not liable to third parties for the Cooperative's acts, debts, liabilities, or obligations, except as otherwise agreed to by the Cooperative and the Member. A MEMBER SHALL INDEMNIFY THE COOPERATIVE FOR, AND HOLD THE COOPERATIVE HARMLESS FROM, LIABILITIES, DAMAGES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES AND LEGAL EXPENSES, INCURRED BY THE COOPERATIVE, OR BY A DIRECTOR, OFFICER, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COOPERATIVE THAT IS CAUSED BY THE MEMBER'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR BY THE UNSAFE OR DEFECTIVE CONDITION OF A LOCATION OCCUPIED OR CONTROLLED BY THE MEMBER.
7. **RIGHT OF ENTRY:** Member shall provide the Cooperative access to Member's property as required by the Governing Documents.
8. **EASEMENTS:** As provided in the Governing Documents a Member shall grant or convey to the Cooperative an easement for use of Member's property necessary and as reasonably agreed upon between the Cooperative and the Member for the purpose of providing Electric Service to Member or other Members. A Member requesting Electric Service shall obtain any other easements necessary for the Cooperative to provide the requested Electric Service and may request the Cooperative's assistance in obtaining such easements from third parties.
9. **ADVANCE METERING:** Member understands and accepts that Cooperative utilizes advance metering infrastructure ("Advance Metering") which allows the Cooperative: (A) to monitor and obtain information about Member's energy consumption; and (B) to operate the Cooperative's system more efficiently. Member hereby consents to the Cooperative's use of Advance Metering and understands that opting out of the use of Advance Metering for Member's location may be an available option for an added monthly fee covering the cost of reading the meter manually. If permitted by the applicable Schedule a Member may request a non-standard meter or analog meter not utilized by Advance Metering.
10. **DISPUTE RESOLUTION:** Member shall in good faith attempt to resolve any dispute with the Cooperative and may submit a claim or dispute to the Board before taking any legal action against the Cooperative. If the Board is unable to resolve a dispute Member and Cooperative shall seek to resolve the dispute through any dispute resolution procedures established by the Governing Documents before Member takes any other action.

{SIGNATURE(S) ON FOLLOWING SIGNATURE PAGE}

CHEROKEE COUNTY ELECTRIC COOPERATIVE ASSOCIATION

BUSINESS ENTITY

APPLICATION FOR ELECTRIC SERVICE AND MEMBERSHIP AGREEMENT

Page 3 of 3

By submitting and signing this application on behalf of the Applicant you as the Applicant's authorized representative/agent represent that you have full, requisite corporate power and authority to execute, deliver and act on behalf of Applicant. As the authorized representative/agent of the Applicant your signature on this application indicates the Applicant's acceptance of all the terms and conditions for receiving Electric Service and as a Member of the Cooperative.

Applicant's representative/agent hereby certifies that the information provided herein is true and correct and acknowledges that he/she was given a copy of, or has access to, via website, the Cooperative's Bylaws and New Member Information Packet.

COPY OF AUTHORIZED REPRESENTATIVE'S/AGENT'S ID REQUIRED

On Behalf of Applicant,

Signature: _____

Printed Name: _____

Title: _____