

Application for membership with Cherokee County Electric Cooperative Association

PLEASE PRINT

Today's Date _____

[For Office use only]

Name: _____
(Last) (First) (M. I.)

Address _____
To Be Connected: _____

Billing Address: _____

E-Mail Address: _____

Place of Employment _____

Acct. No. _____
Location _____
Service Order _____
Check Office Files: Yes/No _____
Ethnic Code: A B C D E _____
Con Fee _____
Sec. Dep. _____
Other _____
Total _____

Please list all phone numbers that you are giving us permission to call: (See * on bottom of last page)

Home Phone: () _____ - _____ Work Phone: () _____ - _____ Cell Phone: () _____ - _____

Spouse _____ Place of Employment _____

Home Phone () _____ - _____ Work Phone () _____ - _____ Cell Phone () _____ - _____

Land Description: _____ acres located on N E S W side of HWY / FM / CR / STREET
_____, approximately _____ miles N E S W from the town of
_____ in _____ County. (Please Circle) **Is property inside city limits of:**

Bullard / Chapel Hill / Cuney / New Summerfield / Not Applicable?

Rental Property Yes / No

Property Owner _____ Nearest Neighbor(s) _____

Address _____

Phone No. _____ Last Tenant _____

What type of Service will this be? (Please circle which type applies)

HOME (Brick, Frame, Metal) / BUSINESS / MOBILE HOME (Single wide or Double wide) /
TRAVEL TRAILER / METER LOOP / BARN / WELL PUMP / OTHER: _____

Color _____ Trim Color _____ Landmark _____

Gate code _____ Meter #: _____ This will be Overhead or Underground Service (please circle)

Temporary / Permanent Service Three Phase / Single Phase Yard Light: Yes / No

Meter Loop Size _____ Amp A/C: Central or Window Heating: Central / Panel / Wall / Gas

List any person(s) that will be living here: ***YOU ARE REQUIRED TO UPDATE THE NAMES OF ADULTS LIVING WITH YOU UPON ANY CHANGE IN RESIDENTS***

1. _____ 2. _____

3. _____ 4. _____

THERE IS A \$25 FEE FOR EACH ADDITIONAL TRIP TO CONNECT

[OFFICE USE ONLY]

Print Name: _____

SS# _____ Spouse SS# _____

DL# _____ Spouse DL# _____

ACCOUNT # _____

LOCATION# _____

Application for Membership with Cherokee County Electric Cooperative Association continued:

I. The undersigned (hereinafter called "Applicant" whether one or more) hereby applies for membership in and electric services from Cherokee County Electric Cooperative Association (hereinafter called "Cooperative") subject to the following conditions:

1. **FEES:** Applicant agrees to pay the Cooperative all applicable fees and/or deposits as defined in the Cooperative Tariff adopted by the Board of Directors.
2. **RULES AND PROCEDURES:** Applicant agrees to comply with and be bound by the provisions of the Articles of Incorporation, Tariff, and By-Laws of this Cooperative of which he/she will be a Member, and such rules and regulations as may, from time to time, be adopted by the Cooperative, or as required by any regulatory authority exercising appropriate jurisdiction. Said Articles of Incorporation, Tariff, and By-Laws are on file and available at the Cooperative's office in Rusk, Texas.
3. **PAYMENT:** Applicant agrees to purchase from Cooperative, at Cooperative's standard rate for the type of service rendered to Applicant, all electric energy, electric services, and energy services to be used on the premises described. All rates are subject to change or amendment by resolution of the Board of Directors. Applicant shall pay to Cooperative such minimum amount per month, regardless of the amount of the electric energy consumed, as shall be fixed by the Board of Directors from time to time. Applicant shall also pay all amounts owed by Applicant to Cooperative when due and payable as defined in the Cooperative's Tariff and indicated on the monthly bill. Further, Applicant agrees to pay any late fees, delinquency charges, finance charges, interest, and other amounts charged or assessed against Applicant if Applicant is late in paying fees.
4. **PAYMENT FOR DAMAGES, COSTS, AND EXPENSES:** Applicant agrees to pay the Cooperative for Cooperative damages, costs, and expenses including attorney's fees and legal expenses caused by or associated with Applicant's failure to: (a) pay any amount charged or assessed by the Cooperative; (b) comply with the Cooperative's Tariff, Articles of Incorporation, or By-Laws; or (c) provide the Cooperative truthful, accurate, and complete information.
5. **CAPITAL CREDIT OFFSET:** Applicant authorizes Cooperative, and at Cooperative's sole discretion to recoup, offset, or set off any amount owed to the Cooperative by Applicant, including any compounded interest and late payment fee by reducing the amount of any capital credits, patronage dividends, or similar amounts retired and paid to Applicant regardless of statute of limitation or other time limitation.

UNCLAIMED CAPITAL CREDITS: If (a) Cooperative retires and pays capital credits, patronage dividends, or similar amounts to Applicant; (b) Cooperative delivers these Applicant at Applicant's last known address; and (c) Applicant fails to claim these amounts within three (3) years, then, by signing this agreement Applicant voluntarily and irrevocably transfers these unclaimed amounts to Cooperative.

6. **EASEMENTS:** For and in consideration of the Cooperative's provision of electricity to the Applicant, Applicant hereby grants Cooperative, its employees, and authorized agents the right and easement to construct, upgrade, operate, remove, repair, and maintain meters, lines, poles, transformers, guy wires, appurtenances and other electric equipment necessary or expedient for the provision of electric service on the premises hereinabove described and in or upon all streets, roads, or highways abutting said premises, its lines, and equipment. In the event a prior owner of the hereinabove described real property has previously executed a written easement with the Cooperative, Applicant hereby ratifies and affirms each and every provision contained in said easement. If there exists electric equipment located over, under, or across Applicant's property, such is prima facia evidence that a written easement with a prior owner of the property exists, whether such easement has been filed for record or not. Applicant will also execute and deliver to the Cooperative any conveyance, grant, or other instrument, which the Cooperative shall deem necessary or appropriate to provide the services above described. The Applicant also grants Cooperative the right, but not the obligation, to cut, trim, remove, or otherwise control trees, vegetation, or other growth the Cooperative, in its sole judgment deems appropriate to keep such growth clear from all parts of the electric systems. In the event of a conflict between this provision and any written easement executed by the parties hereto or their predecessors interest, the other written easement shall control.

7. **IRREGULARITIES:** Applicant agrees that he/she will immediately report to the Cooperative any irregularities, malfunctions, abuse, or unauthorized tampering with the Cooperative's meter, transformers, wire, or other electric facilities.
8. **APPLICANT'S INSTALLATION:** Applicant warrants that his/her/its installation (including all conductors, switches, equipment, wiring and protective devices of any kind) is constructed and will be maintained in accordance with the latest version of the National Electric Code of the American Fire Protection Association as well as all applicable building, zoning and similar regulations or requirements necessary to safely, efficiently, and reliably use the service provided by the Cooperative in order for the Cooperative to safely, efficiently and reliably provide service to Applicant and other persons. Applicant also acknowledges that the Cooperative's responsibility ends at the Cooperative's meter and the Applicant is responsible for any installation and equipment on Applicant's side of the meter.
9. **POWER SUPPLY:** The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through an act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore or for any damages caused thereby.
10. **TAXES:** Applicant acknowledges and hereby agrees to pay any and all taxes associated with the provision of electricity from the Cooperative to Applicant, including, but not limited to sales tax and ad valorem taxes.
11. **VENUE:** Applicant agrees that proper venue for any action involving the Cooperative is Cherokee County, Texas. The only exception to venue in Cherokee County, Texas is when the action against the Cooperative is pursuant to the Public Utility Regulatory Act, in the event such act provides for venue in a place other than Cherokee County, Texas.
12. **ENTIRE AGREEMENT:** The application constitutes the entire agreement between the parties and supersedes all prior agreements between the Applicant and Cooperative for the services herein described. Applicant agrees that, in entering into this agreement Applicant is not relying upon any representation, promise, or inducement, written or verbal, not contained herein. Applicant acknowledges that he/she was given copy of the Cooperative's By-Laws and New Member Information Packet.

II. Initiation of Service.

Electric service is provided to qualified applicants in the Cooperative's certificated area who have satisfactorily established credit and fulfilled all conditions precedent. Normally, as a service objective, the Cooperative attempts to make service available within the following guidelines:

- A. Within seven (7) working days if no line extension or new facilities are required
- B. Within ninety (90) days for permanent residential services requiring a line extension or other facilities unless unavailability of material causes unavoidable delay.
- C. Extensions to other customer classes requiring line extensions may take longer than ninety (90) days.

III. New Service; Please initial the following.

_____ The exact location of the facility to be served and the exact location of the meter must be clearly marked and agreed upon by both parties before the job for electric service will be staked. Once the electric service is built, should the member request the service be moved, the member will be responsible for 100% of the cost of relocating the electric service.

_____ Construction cost for all new construction may be charged to Member.

_____ When ready to build from temporary to permanent service with underground, the job must be staked again. Member may be billed more charges and You will experience additional wait times.

_____ Easements must be signed and notarized by all parties listed on the warranty deed. In certain cases, additional easements may be required from neighbors.

_____ Utility agreements must be signed by property/land owner or Member/ Developer before any new construction work will begin.

Please give driving instructions to new location below:

IV. Customer Owned Generation

Any applicant who desires to own or operate a customer generation facility in parallel with the Cooperative system must so inform the Cooperative, comply with all requirements contained in the Cooperative's Customer Generation Procedures and Guidelines Manual for Members, and agree to abide by any tariff the Cooperative may have regarding customer owned generation facilities.

I certify that the above is true and fully understand that submission of false information on the application for service will result in denial of service or may cause service to be terminated.

Cherokee County Electric Cooperative Association

Applicant Signature: _____

By: _____

Date: _____

***the permission granted above allows our agents, our representatives and assigns to call you at the number(s) provided and includes informational messages, service calls, outages and billing/debt collections. Also, by providing your phone number, Applicant assumes to immediately notify Cooperative of any change in telephone number(s).**