

APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

The undersigned (hereinafter call the "Applicant") hereby applies for membership in, and agrees to purchase electric services from, **BEDFORD RURAL ELECTRIC COOPERATIVE, INC.**, (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. The Applicant(s) will, when electric services become available, purchase from the Cooperative electric services used on the premises described below and will promptly pay therefore monthly at rates to be determined from time to time in accordance with the Bylaws of the Cooperative; provided, however, that the Cooperative may limit the amount of electric services-to be furnished for industrial uses. The Applicant(s) shall pay at least the minimum charge per month for 12 months service annually regardless of the number of kilowatt hours consumed. All payments to the Cooperative which are past due shall be subject to a **LATE FEE for each month** thereafter calculated at the rate of **ONE and ONE-QUARTER PERCENT** of such over-due amount, which Applicant(s) hereby agrees to pay. All payments received from Applicant(s) shall be applied first to LATE FEE(s) then to the oldest portion of the balance then due.

Initials of Applicant: _____

Initials of Joint Applicant: _____

2. The Applicant(s) will cause the premises to be wired in accordance with wiring specifications approved by the Cooperative.

3. The Applicant(s) agree(s) to comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and such policies, rules and regulations as may from time to time be adopted by the Cooperative, including, but not limited to, the provisions of Article I, Section 9, which provides "Each member shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or other members, or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities." Further, Applicant(s) hereby affirm(s) and ratifies easement(s) and right(s)-of-way for all presently existing facilities of the Cooperative just the same as if Applicant had executed and delivered a written Right-of-Way and Easement Agreement to the Cooperative, at the Cooperative's request pursuant to said Bylaw.

4. The Applicant(s), by becoming a member, assume(s) no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law, Applicant's private property cannot be attached for any such debts or liabilities of the Cooperative.

5. In the event the Cooperative gives written notice to Applicant(s) of the availability of funds in the hands of the Cooperative belonging to the Applicant(s), or in the event a check or checks issued by the Cooperative to the Applicant(s) is/are not negotiated by the Applicant(s), and if such available funds are not claimed, and/or such check or checks is/are not negotiated, within two (2) years of the date such notice or such check was mailed to the Applicant(s) at the last known address of the Applicant(s) appearing in the Cooperative's records, then the Applicant(s), intending to be legally bound hereby, does/do hereby assign, agree and consent to the assignment of such unclaimed funds, and/or the moneys represented by such un negotiated check(s) to the Cooperative.

The acceptance of this application by the Cooperative shall constitute a contract between the Applicant and the Cooperative, which shall be a continuing contract for electric services, subject to termination by the Cooperative for cause at any time, and subject to cancellation by either party without cause at any time, but only with not less than thirty (30) days prior notice. Multiple Applicants shall be jointly and severally liable to the Cooperative. The Applicant and the Cooperative may, by separate document, modify the provisions of this document regarding terms and conditions of the contract.

The following documents were executed in connection with this Application:

() Right of Way and Easement Agreement () Other:

Applicant: _____ **Account No.:** _____ **Date:** _____

Please complete all information on Page 2

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Applicant:

Signature

Printed Name

SS#

Joint Applicant:

Signature

Printed Name

SS#

Address for Billing:

Physical Address:

Service Fee	\$ _____
Security Deposit	\$ <u>pending credit check</u>
Seasonal Advance	\$ _____
Other Fees	\$ _____
Total	\$ <u>_____</u>

Telephone () _____ - _____ (Home)

Telephone () _____ - _____ (Work)

Telephone () _____ - _____ (Fax)

Telephone () _____ - _____ (Cellular)

Email Address: _____

Intended Use of Facility:

- _____
- () Primary Residence
 - () Residential/Commercial Rental
 - () Seasonal/Cottage
 - () Commercial
 - () Other (explain) _____

Heating System Type:

Former Account Name: _____

Account Number: _____

Township: _____

Map Number: _____

Meter Reading/Date: _____

Application Received by BREC: _____

Date: _____

SPECIAL NOTES:

1. Husband and wife may apply for joint membership. In such case, the full name of each person is required. For Example: John H. Doe and Mary F. Doe, husband and wife.
2. Cohabiting adults may apply for joint membership. In such case, the full name of each person is required. For Example: John H. Doe and Mary F. Roe, cohabiting adults.
3. Any Applicant which is not a natural person(s) may apply for membership in the Applicant's legal name but MUST provide the Cooperative with appropriate legal evidence of the Applicant's existence. For Example: A partnership may make application (to be signed by a partner) in the partnership name but must produce a copy of the proper fictitious name registration. A corporation may make application (to be signed by a president or vice president) in its legal name but must produce a copy of its Articles of Incorporation. A limited liability company (LLC) may make application (to be signed by its Manager or Managing Member) in its legal name but must produce a copy of its Certificate of Organization.
4. Individual Applicant(s) doing business under a name other than the Applicant's legal name may have the membership registered in the business name, but only upon providing the Cooperative with a copy of the applicable fictitious name registration. For Example: Jane Doe operates a business as The Quick Time Laundromat. If Jane Doe produces a copy of her fictitious name registration allowing her to do business under that name, then that is how the membership would be listed, and Jane would sign the Application as "Jane Doe t/a/d/b/a The Quick Time Laundromat" but the membership would be in the name of "The Quick Time Laundromat". If Jane does not have a registered fictitious name, then the member would be "Jane Doe t/a/d/b/a The Quick Time Laundromat".