

RESIDENTIAL

Membership & Electric Service Application and Agreement

(Please print information legibly)

Last Name				
Phone Numbers:	First	M.	SSN Required	Birth Date
Phone Numbers: Home	Cell		Wor	k
Email address:		Employer		
SPOUSE: Last Name	First		CCM Do avviro d	Direth Data
Phone Numbers:		M.	SSN Required	Birth Date
Phone Numbers: Home		Employer	Wor	
Email address:				
MAILING/BILLING ADDRESS: Street			City	State ZIP
Service Address (if different than above):				
Date Service is to Start:	Have you	had service with C	arroll Electric before:	☐ Yes ☐ No
Landlord Information (if renting): Name:			Phone:	
Landlord Address:Street				State ZIP
APPLICANT'S SIGNATURE:			Date:	
SPOUSE'S SIGNATURE:			Date:	
PLEASE PROVIDE THE FOLLOWING ITEMS FOR PROMPT SERVICE: Completed Membership Application Membership Fee of \$10.00 Driver's license or government issued photo ID Please submit a copy of your id if mailing app Deposit of \$ Deposits vary. Contact the cooperative for your deposit amount. Service Charge of \$30.00 (if applicable) Make check or money order payable to Carroll Electric. Visa, Mastercard, and Discover are also accepted.	ship & Electric Service consents to being a m to consume, receive, prom the Cooperative of \$10.00. If a Spouse of the ing to being joint mem agrees to be bound by Documents, as defined plicant." If an "Authorized I then Applicant representative regarding Servauthorized Person. As set forth in the and until he or she has addition, in connection Applicant and also may	I in addition to the terms a Application and Agreemen ember of Carroll Electric Courchase or otherwise use at the Service Address wr. Applicant is written above pers of the Cooperative, as the terms and conditions if herein. In such case, Applicant is written above, a ents that he or she author ice at the Service Address hilling information for the Cooperative's Code of Register accepted for member with this Application and require that the Applicant	nd conditions provided herein at ("Application and Agreement" ooperative, Inc. (the "Cooperat ("Use") electric energy and/or tten above, and (3) agrees to pand signs the application, then provided for in the Cooperative of this Application and Agree oblicant and the Spouse are hereing as and Authorized Person to come service at the Service Addresses and the Service Addresses and the Service Addresses and the Service at the Service Addresses agreement, the Cooperative in the Cooperative in the Service and the Service Agreement, the Cooperative in the Service and the Service and the Service Agreement, the Cooperative in the Service and the Service and the Service Agreement, the Cooperative in the Service and the Service and the Service Agreement, the Cooperative in the Service and the Service and the Service Agreement, the Cooperative in the Service and Se	and on the reverse side of this Memb, Applicant hereby (1) applies to be a live"), (2) applies, requests, and agrelectric distribution service ("Servic pay the Cooperative's membership the Applicant and Spouse are conse's Code of Regulations, and the Spoment and the Cooperative's Governeinafter collectively referred to as "bot the Husband or Wife of the Application to the Cosents to the Cooperative providing ess, and accepting payments from the members of the Cooperative unlor the members of the Cooperative pray require a security deposit from all necessary electrical load data for

Carroll Electric Cooperative, Inc. Residential Membership & Electric Service Application and Agreement - Continued

- 1. **Comply with Governing Documents** Applicant agrees to comply with this Application and Agreement and with, as they currently exist or as they are later adopted or amended, the Cooperative's: (a) Articles of Incorporation; (b) Code of Regulations; (c) rate or price schedules fixed by the Board of Trustees of the Cooperative; and (d) all other rules, regulations, policies, and actions as may, from time to time, be adopted, taken, or approved by the Cooperative's Board of Trustees (collectively, the "Governing Documents"), all of which constitute a contract between Applicant and the Cooperative.
- 2. **Ownership, Control, or Occupancy of Property** Applicant represents that Applicant lawfully owns, controls, or occupies: (a) the real, personal, and intangible property to or for which the Cooperative provides Service ("Property") at the Service Address and each other location at which Applicant applies to Use a Service provided by the Cooperative (the Service Address and all other such locations are hereinafter collectively referred to as the "Service Location"), and (b) the real property underlying or comprising the Service Location.
- 3. **Government, Safety, and Operating Regulations** Applicant represents that all Property at the Service Location complies with: (a) all building, zoning, and similar codes, regulations, ordinances, or requirements necessary to lawfully Use Service; (b) all safety, health, and similar codes, regulations, ordinances, or requirements necessary to safely Use Service; and (c) all operating, engineering, and similar codes, regulations, ordinances, or requirements necessary to safely, efficiently, and reliably Use Service and necessary for the Cooperative to safely, efficiently, and reliably provide Service to Applicant and other persons.
- 4. **Use Electric Energy** Unless otherwise agreed by the Applicant and the Cooperative, Applicant agrees to Use electric energy provided by the Cooperative for all electric energy requirements at the Service Location.
- 5. **Cooperative Facilities** Applicant acknowledges that Applicant shall pay the Cooperative in advance for the cost of the Cooperative constructing or installing Cooperative facilities or equipment for the Applicant to Use Service at the Service Location. The Cooperative, in its discretion, may also require a separate written agreement concerning said construction and installation. All Cooperative equipment or facilities installed or constructed at any time by the Cooperative shall remain the property of the Cooperative. Applicant shall not attach any wire or other item to the Cooperative's poles or other facilities. The Cooperative shall have the right of access to the Service Location to maintain, install, inspect, repair, or remove any Cooperative facilities or equipment.
- 6. Pay for Service As soon as electric energy shall be available, Applicant agrees to purchase from the Cooperative all electric energy used at the Service Location and shall pay therefore monthly at rates which shall from time to time be fixed by the Board of Trustees. Applicant shall pay all amounts owed by Applicant to the Cooperative as and when the same shall become due and payable. In the event of the Applicant's nonpayment of amounts owed to the Cooperative, the Cooperative may discontinue Service. In order for Service to be resumed, Applicant shall first pay all debts and liabilities of the Applicant to the Cooperative, and a security or other deposit in an amount as may be determined by the Cooperative in its sole discretion.
- 7. Grant Easement In addition to and notwithstanding the terms and conditions of this Application and Agreement, pursuant to terms and conditions specified by the Cooperative, and without financial compensation from the Cooperative, Applicant agrees, at the request of the Cooperative in its sole discretion: (a) to grant to the Cooperative a written easement to provide Service to Property at a Service Location, to provide electric energy or electric energy distribution service to other property or persons, to satisfy or facilitate an obligation incurred or right granted by the Cooperative to other persons and (b) to execute a document regarding this grant or transfer.
- 8. **Trees & Vegetation** Applicant agrees that the Cooperative shall have the right to enter the Service Location and to cut, trim, spray, or remove any tree, bush, or other vegetation at, near, under, or above the Cooperative's facilities and equipment at the Service Location.
- 9. **Capital Credit Offset** Applicant authorizes the Cooperative, in the 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 any statute of limitation or other time limitation.
- 10. **Receive Magazine** Applicant agrees to voluntarily receive an annual subscription to *Ohio Cooperative Living* magazine and to pay a fixed sum for same through dues, assessments, fees, deposits, contributions, prices, rates, or other amounts charged or assessed by the Cooperative. The fixed sum shall be paid by Applicant regardless of whether Applicant opts out of receiving the magazine.
- 11. **Comply with Generation Requirements** Applicant agrees that the ownership, installation, operation, maintenance, repair, use, and removal of any generator or similar equipment owned, controlled, or operated by Applicant, which Property is connected to any transformer, line, or other property owned, controlled, operated, or furnished by the Cooperative, will comply with the Governing Documents and any requirements specified by the Cooperative.
- 12. **Service Interruption** The Cooperative will use reasonable diligence to maintain uninterrupted Service, but does not guarantee constant or regular Service, and shall not be liable for any damage due to variations, interruptions, or cessations in Service. Applicant shall give the Cooperative immediate notice, by contacting the Cooperative office, of any interruptions or irregularities in Service or any known trouble, defect, or accident involving the Cooperative's facilities or equipment. The Cooperative, in its discretion, may interrupt Service for any reasonable purpose, including for the purpose of protecting life or property, making repairs, changes, improvements to the Cooperative's system, facilities, or equipment, or restoring service to any patron or member. If practicable, the Cooperative will give Applicant notice of any planned interruption of Service affecting the Service Location.
- 13. **Prove Identity** As requested by the Cooperative, Applicant agrees to provide proof of Applicant's identity, including but not limited to, a copy of the Applicant's driver license or government issued photo ID.
- 14. **Pay for Damages, Costs, and Expenses** Applicant agrees to pay the Cooperative for its damages, costs, and expenses, including attorney 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 this Agreement or the Governing Documents; or (c) provide the Cooperative truthful, accurate, and complete information.
- 15. Governing Law Applicant agrees that this Application and Agreement is governed by and interrupted under the laws of the State of Ohio.
- 16. No Applicant will be refused service based solely on that Applicant's race, sex, religion, creed, national origin, age, ethnicity, ancestry, or disability.