

RESIDENTIAL

Membership & Electric Service Application and Agreement

(Please print information legibly)

Last Name				
Dhana Numbara	First	M.	SSN Required	Birth Date
Phone Numbers: Home	Cell		Wo	rk
Email address:		Employer		
SPOUSE: Last Name	First	M.	CCM Do avvivo d	Dinth Dat
Phone Numbers: Home		IVI.	SSN Required	Birth Dat
Home Email address:		Employor	Wo	
MAILING/BILLING ADDRESS: Street			City	State ZIP
Service Address (if different than above):				
Date Service is to Start:	Have you h	ad service with Ca	nrroll Electric before:	☐ Yes ☐ No
Landlord Information (if renting): Name:			Phone:	
Landlord Address:				State ZIP
APPLICANT'S SIGNATURE:			Date:	
SPOUSE'S SIGNATURE:	Date:			
PLEASE PROVIDE THE FOLLOWING	ship & Electric Service A			and on the reverse side of this Me "), Applicant hereby (1) applies to I
ITEMS FOR PROMPT SERVICE: □ Completed Membership Application □ Membership Fee of \$10.00 □ Driver's license or government issued photo ID □ 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.	to consume, receive, p from the Cooperative a of \$10.00. If a Spouse of the A ing to being joint memb agrees to be bound by Documents, as defined plicant." If an "Authorized P then Applicant represe erative regarding Servi Authorized Person. As set forth in the 0 and until he or she has addition, in connection Applicant and also may	urchase or otherwise use t the Service Address wri Applicant is written above ers of the Cooperative, as the terms and conditions herein. In such case, Apperson" is written above, and the terms and conditions that he or she authorice at the Service Address billing information for the Cooperative's Code of Registern accepted for member with this Application and require that the Applicant	("Use") electric energy and/or ten above, and (3) agrees to and signs the application, ther provided for in the Cooperative of this Application and Agree elicant and the Spouse are her as and said Authorized Person to In addition, the Applicant core Service at the Service Addrulations, no person shall becomes the Board of Trustees Agreement, the Cooperative in the Applicant cores.	tive"), (2) applies, requests, and a relectric distribution service ("Se pay the Cooperative's members in the Applicant and Spouse are coe's Code of Regulations, and the Sement and the Cooperative's Governiafter collectively referred to a cot the Husband or Wife of the Applicant information to the insents to the Cooperative providing ress, and accepting payments from me a member of the Cooperative is or the members of the Cooperating and increasing the cooperating require a security deposit from all necessary electrical load data obtained to the cooperative in the cooperation of the Cooperating require a security deposit from all necessary electrical load data obtained to the cooperative in the cooperative in the cooperation of the cooperation

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.