

RESIDENTIAL

Membership & Electric Service Application and Agreement

(Please print information legibly)

| APPLICANT: | | | | | | | | |
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| Last Name | First | M. | S | SN Required | | Bi | rth Date | |
| Phone Numbers: Home | Cel | Cell Work | | | | | | |
| Email address: | | Employe | r | | | | | |
| SPOUSE: | Final | | M. | CCN Doquire |] | | Direth Data | |
| Phone Numbers: | First | | M. | SSN Require | | | Birth Date | |
| Home Email address: | Cell Work Employer | | | | | | | |
| MAILING/BILLING ADDRESS: | | - 17 | | | | | | |
| Street | | | City | | Ş | State | ZIP | |
| Service Address (if different than above): | | • | | | | | | |
| Date Service is to Start: | Have | you had service | with Carroll | Electric befo | ore: | es | No | |
| Landlord Information (if renting): Name: | | | | Phone: | | | | |
| Landlord Address: Street | | | Ci | L | | Ctata | 710 | |
| Name of adult(s) living with you at this add | ress that may | v receive inform | Cit mation on | , | nt (Authori: | State zed Pers | ZIP son): | |
| APPLICANT'S SIGNATURE: SPOUSE'S SIGNATURE: PLEASE PROVIDE THE FOLLOWING 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. Temporary Service \$40.00 (if applicable) Make check or money order payable to Carroll Electric. Visa, Mastercard, and Discover are also accepted. | In accordance we ship & Electric Suconsents to bein to consume, rec from the Coope of \$10.00. If a Spouse ing to being join agrees to be | with and in addition to the dervice Application and A ang a member of Carroll I ceive, purchase or other erative at the Service Addition of the Applicant is written the members of the Coope bound by the terms and codefined herein. In swritten represents that he or ship or service at the Service son with billing information. In the Cooperative's Coshe has been accepted for mection with this Application may require that the ce, prior to the Board of | e terms and condagreement ("Appi Electric Coopera rwise use ("Use" Iddress written ab en above and sig erative, as provid- conditions of this case, Applicant a above, and said ne authorizes the e Address. In add tion for the Serv add of Regulation for membership b ation and Agreei Applicant provid | lication and Agree tive, Inc. (the "Co") electric energy in pove, and (3) agree gns the application and and the Spouse at Authorized Personal Authorized Personal Authorized Personal in the Application, the Application, the Application and and the Service at the | ement"), Application of the control | ant hereby (applies, re distribution Cooperative icant and S of Regulatio d the Coope collectively sband or Wi cate inform the Cooper accepting inher of the emery of the ire a securif isary electric | 1) applies to be and quests, and agrees service ("Service" o's membership fee pouse are consent ons, and the Spouse erative's Governing referred to as "Applied of the Applicant nation to the Cooperative providing the payments from the Cooperative unless the Cooperative that load data for the tall load data for the tall load data for the services services. | |
| Account No | Exist | Heater Contro ting be installed umber | | Exis | ity Light ting e installed | | | |
| Remarks | \$ 10 \$ | ents .00 Membership Fe Deposit A .00 Temporary Ser | Amount | Employe | ee initials | | Date | |

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.