

**KARNES ELECTRIC COOPERATIVE, INC.**

**MASTER AGREEMENT FOR PURCHASE OF POWER**

The undersigned (hereinafter called the "Member") hereby applies for electric service from Karnes Electric Cooperative, Inc. (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. Cooperative acknowledges that the Membership Fee has previously been paid by Member, and Member agrees to pay a Membership Fee of \$5.00 if the service location associated with the current Membership Fee is disconnected. If necessary, the Member may be required to pay a deposit in accordance with the Cooperative's Tariffs for Electric Service.
2. The Member agrees that in the event service is discontinued, any indebtedness to the Cooperative may be deducted from the Membership Fee and any paid deposit plus accrued interest. Member agrees that this Membership Fee is not transferable.
3. The Member, by paying a Membership Fee and becoming a Member, assumes no personal responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that the Member's private property cannot be attached for any debts or liabilities of the Cooperative.
4. The Member will, when electricity becomes available, purchase from the Cooperative all electric energy delivered by the Cooperative and agrees to pay for said electricity thereafter monthly at the rate to be determined in accordance with the rate schedules, rules and regulations of the Cooperative.
5. The Member agrees to comply with and be bound by the provisions of the Certificate of Incorporation and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and the Cooperative's Tariff for Electric Service. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN KARNES CITY, TEXAS AND PLEASANTON, TEXAS. Any tariff provision, including rates and charges for electric service, may be changed by the Cooperative's Board of Directors or by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative.
6. If necessary, the Member may be required to make a contribution in Aid of Construction in, accordance with the Cooperative's Line Extension Policy.
7. Member warrants that Member's installation, including all conductors, switches, equipment, wiring and protective devices of any kind, is constructed and will be operated and maintained in a safe manner and in accordance with any and all applicable laws, ordinances, the National Electrical Code, and the National Electrical Safety Code.
8. The Member shall assume all liability for and shall indemnify the Cooperative and shall hold Cooperative harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from Acts of God or from the Member's negligence or other wrongful conduct in connection with the design, construction, installation, operation or maintenance of the Facilities or Interconnection Facilities.
9. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Member's service location.
10. Member agrees to grant or to secure for Cooperative, at Member's expense, any rights-of-way on property owned or controlled by Member, and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Member. Cooperative's representatives, employees and assigns are hereby granted rights of ingress and egress to Member's premises at all reasonable times for the purpose of inspection of facilities and/or performing maintenance, system improvements and/or modification to the existing right of way or facilities on the premises, and at any time to restore service or during an emergency.
11. If Member limits access to Member's premises, the Cooperative is hereby granted authority to place a separate Cooperative lock on Member's gate or to take any other measure to provide reasonable access for Cooperative personnel.
12. Upon failure to make payment or perform any obligation under this agreement or the Cooperative's Tariff, the Cooperative shall have the right to discontinue service, as well as such remedies as may be provided by law.
13. The Cooperative agrees to make a good faith attempt to deliver to the Member the retired capital credits that have been approved by the Cooperative's Board of Directors. Should the Cooperative be unable to deliver these capital credits, the Member agrees to hereby assign and transfer said capital credits to the Cooperative.
14. The Member agrees to promptly notify the Cooperative of any changes in electrical load or membership status.
15. The Member shall be entitled to only one Membership and one vote on Cooperative matters.
16. This Master Agreement and the initial Application for Membership and Electric Service Agreement constitute the entire agreement between the Member and Cooperative and supersede any and all prior agreements between the Member and Cooperative for the service herein described. Member agrees that the Cooperative, its agents and employees, have made no representations, promises or any inducements, written or verbal which are not contained herein.
17. The acceptance of this Master Agreement for Purchase of Power by the Cooperative shall constitute an agreement between the Member and the Cooperative, and this Agreement and the initial Application for Membership and Electric Service Agreement shall continue in force from the date service is made available by the Cooperative to the Member, and thereafter until notice of cancellation is given by either party.

(TYPE OR PRINT)       Individual Membership       Joint Membership       Business Membership

APPLICANT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SOCIAL SECURITY# \_\_\_\_\_

OR TAX ID# \_\_\_\_\_

DRIVERS LIC.# \_\_\_\_\_ STATE \_\_\_\_\_

PHONE # \_\_\_\_\_

METER WILL SERVE \_\_\_\_\_

IF JOINT MEMBERSHIP:  
 SPOUSE NAME: \_\_\_\_\_  
 SOCIAL SECURITY# \_\_\_\_\_  
 DRIVERS LIC.# \_\_\_\_\_ STATE \_\_\_\_\_  
 PHONE # \_\_\_\_\_

PHYSICAL OR 911 ADDRESS OF LOCATION: \_\_\_\_\_

AUTHORIZED SIGNATURE		PRINTED NAME
KEC MAP# _____	RATE _____	ACCOUNT# _____
ACTIVE ACCT # _____	GUARANTY DEPOSIT _____	OTHER _____
AID IN CONSTRUCTION _____	STATE TAX _____	COUNTY TAX _____
DATE PAID: _____	PAID BY: _____ \$ _____	ACCEPTED BY: _____