

# APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

Please complete all required fields. Any discrepancies may result in a delay in processing your application.

|  |                        |   |                                   |
|--|------------------------|---|-----------------------------------|
| Type of Membership: <input type="checkbox"/> Individual <input type="checkbox"/> Joint <input type="checkbox"/> Organization |                        | Service Description:<br>_____                 | Customer Number:<br>_____         |
| Initial Service Location:<br>_____   | City:<br>_____         | State:<br>_____                               | Zip Code:<br>_____                |
| Mailing Address for Billing:<br>_____  | City:<br>_____         | State:<br>_____                               | Zip Code:<br>_____                |
| Applicant Name or Company Name:<br>_____   |                        | Spouse's Name (If Joint Membership):<br>_____ |                                   |
| SSN or Tax ID:<br>_____  | Phone Number:<br>_____ | SSN:<br>_____                                 | Phone Number:<br>_____            |
| Driver's License Number:<br>_____  | State:<br>_____        | DOB:<br>_____                                 | Driver's License Number:<br>_____ |
| Email:<br>_____  |                        | Email:<br>_____                               |                                   |

## TERMS AND CONDITIONS:

The individual submitting to KARNES ELECTRIC COOPERATIVE, INC. this Membership Application and Agreement for Electric Service, whether by phone, through electronic media or in writing, ("Application and Agreement"), represents that:

- If one individual is listed as Applicant, then he or she is the listed individual;
- If more than one individual is listed as Applicant, then: (a) he or she is one listed individual; (b) he or she is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the other listed individual(s); and (c) the listed individuals are applying to become joint members of Cooperative; and
- If an entity is listed as Applicant, then he or she is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the listed entity.

By accepting electric service from KARNES ELECTRIC COOPERATIVE, INC. ("Cooperative"), the above listed applicant (hereinafter called the "Member") agrees to purchase electric service under the following terms and conditions:

**1. SERVICE.** Cooperative agrees to use reasonable diligence to provide electric utility service (including but not limited to the supply of electric energy) to the Member's Initial Service Location and each additional service location at a particular point where electric energy first leaves the line on equipment owned by Cooperative and enters Member's service entrance conductors (each, a "Service Location"). When electric energy becomes available, Member will purchase all electric energy required to be used at each Service Location from the Cooperative and use such electric energy exclusively for the operation of Member's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the service rules, regulations and tariffs of the Cooperative. Member understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Cooperative's service rules, regulations and tariffs. Nothing contained herein shall prohibit Member from using electric energy generated by renewable energy sources (e.g., solar) from Member's wholly owned generating facilities.

**2. PAYMENT.** Member agrees to pay the required membership fee upon submitting this Application and Agreement. Member agrees to pay for electric service in accordance with Cooperative's standard tariff schedules in effect for like conditions of service to the class of service furnished hereunder. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Periodically, Cooperative will render to Member a statement of services rendered. Member agrees to pay the total amount shown on such statement within sixteen (16) days from its date.

**3. ADDITIONAL TERMS.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Application and Agreement, and with, as they currently exist or as they are later adopted or amended, Cooperative's (a) articles of incorporation, (b) bylaws, (c) service rules, regulations and tariffs, and (d) rules, regulations, policies and actions adopted, taken or approved by Cooperative's board of directors or by any governmental or regulatory authority having jurisdiction thereof (collectively, "Governing Documents"). SAID GOVERNING DOCUMENTS ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND ARE ON FILE AND AVAILABLE FOR REVIEW AT COOPERATIVE'S OFFICES IN KARNES CITY, TEXAS.

**4. OWNERSHIP, CONTROL, OR OCCUPANCY.** Member represents that Member lawfully owns, controls or occupies: (a) the real, personal and intangible property to or for which Cooperative provides electric service at each Member Service Location and (b) the real property underlying or comprising each Service Location.

**5. NOTICE.** All notices required to be given under the terms and provisions of this Agreement may be given by mailing such notice to the other party by United States mail addressed to such other party as indicated above. The notice shall bear the date of its mailing, and shall be effective on and after such date.

**6. NO MODIFICATION.** No modification or alteration hereof shall be binding on either party unless expressly agreed upon by the parties hereto.

**7. EASEMENTS AND RIGHT OF ACCESS.** Member agrees to grant to Cooperative, at Member's expense, an easement and right of way granting to Cooperative all rights that Cooperative, in its sole discretion, deems necessary for the Cooperative to construct, operate, and maintain facilities to provide 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, providing service, and in order to carry out the provisions hereof. Member/Grantor recognizes that the general course of said facilities, if described, may be based upon a preliminary survey, and it is understood that Cooperative may relocate said facilities in the same general direction before or at any time after construction. The easement, at a minimum, shall grant Cooperative a right of way, together with the right of ingress and egress over Member/Grantor's adjacent lands to or from such right of way, for the purpose of constructing, improving, reconstructing, repairing, inspecting, patrolling, maintaining, and removing said facilities and appurtenances; the right to relocate said facilities in the same relative position to any adjacent road if and as widened in the future; the right to trim or cut down trees or shrubbery to the extent, necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto, and the right to remove, or prevent the construction of, for a distance of 10 feet on each side of the actual center of said facilities, any or all buildings, structures or other obstructions which may endanger or interfere with the efficiency, safety, or convenient operation of said facilities appurtenances. The easement shall state that, if buildings, structures, or other obstructions are constructed by Member/Grantor within the 20-foot space above described without prior written consent of the Cooperative, then the Cooperative shall have the right to remove same from such space and Member/Grantor agrees to pay the Cooperative the reasonable cost of such removal. This Agreement and the easement to be granted shall constitute a covenant running with the land for the benefit of the Cooperative, its successors and assigns.

**8. CONTINUITY OF SERVICE.** Cooperative shall use reasonable diligence to provide continuous and adequate electric service in accordance with the standards set forth in this Agreement, provided however, that Cooperative does not warrant or represent that irregularities or interruptions will not occur, and that if electric power or service should fail or be interrupted, or become defective, or be reduced through an act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of Cooperative, Cooperative shall not be liable under the provisions of this Agreement.

**9. BREACH/DISCONTINUANCE OF SERVICE.** Notwithstanding any other provisions of this Agreement, Cooperative may discontinue service if Member has breached any portion of this Agreement by failure to make timely payment or otherwise, and Cooperative has given Member notice in accordance with the service rules, regulations and tariffs of the Cooperative regarding Discontinuance of Service as they may be hereafter amended by order or consent of any regulatory authority having jurisdiction.

**10. WAIVER.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.

**11. MEMBER'S INSTALLATION.** Member warrants that his or her installation at each Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the National Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances, and that Member's installation will be maintained in such a manner as to conform to such standards.

**12. INDEMNITY.** MEMBER ASSUMES 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 MEMBER'S NEGLIGENCE OR OTHER WRONGFUL CONDUCT IN CONNECTION WITH THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF THE FACILITY OR INTERCONNECTION FACILITIES.

**13. ENTIRE AGREEMENT/LAW GOVERNING.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and Cooperative, its agents and employees have made no representations, promises, or inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained. This Agreement shall be construed and governed in accordance with the laws of the State of Texas.

**14. ASSIGNMENT.** This Agreement shall not be assigned by Member except in accordance with the Governing Documents of the Cooperative. This Agreement shall inure to the benefit of the Cooperative's assigns.

**15. METER TAMPERING.** In the event Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric energy consumed. Member agrees to pay such statement or statements reflecting the highest estimated usage of electricity by Member for the longest period of time such tampering or bypassing may have continued plus all labor, material and equipment necessary to repair or replace damaged facilities.

**16. CONSENT TO RECEIVE COMMUNICATIONS BY TEXT.** Member consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and auto dialed) regarding service-related information from Cooperative, its agents, representatives or anyone communicating on Cooperative's behalf at the specified number(s) Member has provided to Cooperative above. Service-related information includes but is not limited to information about planned or unplanned service outages; updates about service outages or service restoration; requests for confirmation of service restoration or information about lack of service; notification of meter work, tree trimming, or other field work that directly affects Member's utility service; notifications that Member may be eligible for subsidized or low cost services due to certain qualifiers, such as age, low income, or disability; and information about the likelihood that failure to make a payment on an account will result in service disconnection. If Member no longer wishes to receive such communications, Member may reply STOP to SMS messages from Cooperative or go to Cooperative's website at [www.karnesec.org/unsubscribe](http://www.karnesec.org/unsubscribe) to revoke consent.

**Applicant Signature:**

**Date:**

**Joint Applicant Signature:**

**Date:**