FAYETTE ELECTRIC COOPERATIVE, INC.
MEMBERSHIP APPLICATION/SERVICE AGREEMENT

The undersigned (hereinafter called the "APPLICANT") hereby applies for membership in, and agrees to purchase electric power and energy from FAYETTE ELECTRIC COOPERATIVE, INC. (hereinafter called the "COOPERATIVE"), upon the following terms and conditions:

1. Applicant represents and covenants that Applicant is the Owner, Occupant, and/or Authorized Agent, for which, and to which, service is to be rendered. Applicant warrants further that Applicant has the legal authority to execute this Agreement.

2. Applicant hereby grants and conveys to the Cooperative, its agents and affiliates, servants, and employees, all necessary rights-of-way and easements as set forth in Section 1.09 of the Bylaws, as amended from time to time by the Cooperative's Board of Directors, said Bylaws being expressly incorporated herein and made a part of this Agreement. Applicant agrees not to build any structures or buildings, plant trees, large shrubs, etc. within the power line right-of-way easement. Applicant grants to the Cooperative, its agents and affiliates, servants, and employees, at no cost to the Cooperative, the right to enter upon Applicant's property at any and all times for the purpose of constructing, improving, extending, maintaining, operating, and modifying the Cooperative's utility system. Applicant further grants and conveys to the Cooperative, its agents and affiliates, servants, and employees, the right to use the easements and rights-of-way for general communication and commercial public telecommunication purposes unrelated to furnishing electric service, including but not limited to broadband services and fiber optic uses, including those made possible by future technological developments. The Cooperative is also given and granted the right to cut, trim, use herbicide, and remove trees and shrubbery on Applicant's property to the extent deemed necessary by the Cooperative for the purpose of constructing, maintaining and operating said utility system. After installation of Cooperative's wires and facilities, Applicant will not substantially change the surface elevation of the utility easement which would adversely affect the integrity of the wires and facilities so established without prior approval of Cooperative and reimbursing Cooperative for any construction and relocation cost. Applicant will provide Cooperative with access rights for ingress and egress, including cutting in a utility lock to any existing locking system, to Applicant's premises and will provide ways to access if premises is secured with locks.

3. Applicant will pay to Cooperative a membership fee at the sum required by the Cooperative's Tariff, along with all applicable fees, deposits, and construction charges as may from time to time be adopted by the Cooperative. Applicant's deposits and membership fee will be retained by the Cooperative to recoup any amounts owed by the Applicant to the Cooperative at the time this Agreement is terminated by either party. Applicant agrees that the membership fee and deposits are not transferrable.

4. Applicant will purchase exclusively from Cooperative all electric energy used on Applicant's premises, unless generated from Applicant's own assets with Cooperative approval, and will pay monthly, all such rates, minimums, facility and ancillary charges established by the Cooperative from time to time. Applicant shall not, directly or indirectly sell, sublet, assign, divert, or otherwise dispose of the electric energy, or any part thereof, without the consent of Cooperative.

5. Applicant will comply with and be bound by the provisions of Cooperative's Articles of Incorporation and Bylaws, Service Rules and Regulations, Rates, Fees and Charges, Tariff, and policies, as may from time to time be adopted or amended by the Cooperative, all of which are made a part of this contract. The Applicant understands that the Cooperative, through its Board of Directors, may amend the Bylaws, Service Rules and Regulations, Tariff, Rates, Fees and Charges and other policies of the Cooperative, and the Applicant understands that such amendments are incorporated into this Agreement upon enactment, and the Applicant agrees to be bound by any such amendments. This Agreement, together with all of the documents expressly incorporated herein, including but not limited to the Cooperative Tariff, constitute an agreement between the Applicant and the Cooperative and shall continue in full force and effect until cancelled by either Party. Any tariff provisions, including rates and charges for electric service, may be changed, including by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative. Applicant agrees that the Cooperative, its agents and employees, have made no representations, promises or inducements, written or verbal which are not contained herein.

6. Applicant accepts complete responsibility for protecting its equipment, facilities, property, and any persons lawfully on its premises from any artificial condition occurring on or transmitted by Cooperative's system from any source. Applicant's electrical facilities, equipment and appliances shall be constructed, wired, installed, and connected to Cooperative's electrical facilities in such manner as to comply with all national, state, and local codes, including electrical codes such as the National Electrical Code and the National Electrical Safety Code, and any other special requirements of Cooperative.

7. Applicant assumes all responsibility for the electric current, and for the wires, apparatus and appurtenances used in connection therewith, upon Applicant's premises and at and from the point of delivery of power if such point is located off Applicant's premises. Applicant consents and agrees not to use, or permit any other person to use, Cooperative's poles, guy wires, or other equipment or facilities for any purpose whatsoever.

8. Bills for service shall be paid to Cooperative within the specified time period. If Applicant fails to pay any such bill or perform any obligation under this Agreement or the Cooperative's Bylaws or Tariff, Cooperative may discontinue service by giving notice to Applicant, as well as such remedies as may be provided by law.

9. Applicant will pay a minimum amount per month as provided by the applicable rate schedule or policy set by the Cooperative regardless of the number of kilowatt hours consumed; plus, applicable up-front aid to construction (ATC), monthly ancillary, monthly facility, and/or monthly lease charges, and taxes as specified in the rate schedule and said agreement for as long as service is provided by Cooperative.

10. Applicant shall indemnify and hold harmless Cooperative, its officers, directors, agents, and employees from and against any and all claims, liabilities, losses, damages, penalties, causes of action and suits for death, personal injury or property damages to employees of Cooperative and to third parties, together with all reasonable attorney fees, deposition fees, expert witness fees, court costs, and any and all other costs reasonable expended in the investigation or defense of any such claim or action against Cooperative, its officers, directors, agents and employees, caused by, contributed to, or in any way brought about by the purchase or use of electric energy acquired by Applicant from Cooperative hereunder. Applicant's obligations to indemnify and hold harmless Cooperative, its officers, directors, agents and employees as herein provided shall survive the termination of this Agreement and applies even if due to Cooperative's negligence, whether sole or joint, and concurrent with the negligence of an Applicant or third parties.

11. This Service Agreement shall be binding upon any Residents, Owners, or Purchasers using the service location under this Service Agreement,

and in the event said Applicant discontinues the electrical service or fails to pay for services due, it is agreed and understood that all Residents, Owners, or Purchaser at the service location shall be bound under this Service Agreement and agree to pay Cooperative all balances due, if applicable.

12. Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but, if electrical service is interrupted, fails, or become defective by action of the elements, or through an act of God or the public enemy, or by an accident, strikes, labor troubles, or inability to secure rights-of-way or other permits needed, or for any other cause beyond the reasonable control of Cooperative, including outages caused by inability to obtain wholesale power, Applicant agrees Cooperative shall not be liable therefor. Applicant further agrees Cooperative shall not be liable in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single phasing, Applicant's failure to furnish and install protective devices on its premise, electrical apparatuses, or service entrance (Cooperative only installs protective devices for Cooperative's equipment), or otherwise unsatisfactory service, whether or not caused by negligence. Applicant shall cause its insurance carriers and insurance carriers of its subsidiary and/or affiliates to waive all rights of subrogation against Cooperative.

13. **Consent to Electronic Communications.** By applying for or using any Cooperative utility service, Applicant gives affirmative consent to contact Applicant via electronic communications as described herein. This consent shall be interpreted broadly and shall constitute any and all necessary consents under all consumer state and federal laws, including but not limited to the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Consumer Financial Protection Bureau Debt Collection Rule, and the Fair Credit Reporting Act. By providing consent, Applicant confirms that Applicant is able to receive and review electronic communications, and that Applicant has active telephone and email accounts. Applicant also confirms that Applicant is authorized to, and does, consent to electronic communications on behalf of all other account owners, authorized signers, authorized representatives, delegates, and/or service users in relation to the utility services being provided.

Applicant agrees the Cooperative may communicate via telephone (including text, which could result in charges to the Applicant), pre-recorded or artificial voice messages, email communications and/or the use of automatic dialing devices based on the information provided to the Cooperative. By applying for or using any utility service provided by the Cooperative, Applicant gives explicit consent to receive communications from the Cooperative by any means, including those listed herein in relation to utility services, billing, and for any other reason whatsoever. Applicant further explicitly consents to receive communications from the Cooperative or from those acting under its direction at any hour of the day, during any day of the week. It is Applicant's responsibility to update contact records and inform Cooperative if Applicant would like to communicate via a different means, during a different time period, or if any of the contact information has changed. If Applicant fails to update the Cooperative with current contact information and the Cooperative receives a claim related to a prior telephone number, email address, or other communication device associated with Applicant's account, Applicant agrees to indemnify, defend and hold the Cooperative harmless relating to any and all claims made relating in any way to contacts to any prior telephone number, email address, or other communication device previously associated with Applicant's account. If Applicant would prefer not to be contacted by email, telephone, and/or text, or needs to update contact information, Applicant must contact Cooperative, in writing, at Fayette Electric Cooperative Inc., 2111 North Von Minden Road, La Grange, Texas 78945. Applicant's withdrawal of consent will become effective after Cooperative has confirmed receipt of Applicant's withdrawal of request and has had a reasonable opportunity to act upon it. Under no circumstances will any withdrawal of consent be deemed immediate. If Applicant withdraws consent, the legal validity and enforceability of prior communications delivered in electronic form will not be affected. These instructions constitute the only method that Applicant can use to withdrawal consent.

14. Applicant authorizes Cooperative to request, receive, and/or evaluate any written, oral or other communication of information from a consumer reporting agency, financial institution or other individual or entity regarding Applicant's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which might be used or collected to establish, wholly or partially, Applicant's eligibility for past, present, or future extension of credit. Applicant authorizes the Cooperative to use any such information in connection with a past, present, or future credit transaction, or to review, analyze or collect past, present, or future accounts, associated with providing utility service to Applicant. Applicant understands that the foregoing authorization includes but is not limited to the Cooperative's use of such information in connection with establishing the amount Applicant may owe in the form of a deposit prior to or after the initiation of service.

15. The Applicant agrees, pursuant to Section 8.02 of the Bylaws, that should the Cooperative have any excess revenues as defined by Texas Utilities Code § 161.059, the Board of Directors, in its discretion and business judgment, may allocate such excess revenues to the capital accounts of members rather than paying them in cash, and may thereafter periodically choose to retire such excess revenues, as set forth in Section 8.02 of the Bylaws. Moreover, Applicant agrees that through the member's patronage, capital will be furnished to the Cooperative. Applicant agrees that all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses will be allocated to the member's capital credit account and not paid in cash pursuant to Section 8.03 of the Bylaws. The Applicant further agrees that the Board of Directors shall have the discretion in the exercise of its business judgment to determine the manner, method, and timing of retiring capital credits.

WARNING OF DANGER

The Cooperative specifically warns Applicant that it is extremely dangerous for any television antenna, radio antenna, or other antenna or installation of any kind to be erected or maintained on Applicant's premises in such position that it could by falling or moving come within ten feet of an electric line of the Cooperative and that it is extremely dangerous to work with any machinery, well casing, or other thing in such location that could come within ten feet of any such electric line. The Applicant agrees not to erect or maintain or permit to be erected or maintained any such antenna or installation on the premises served with electricity by the Cooperative and will not work with or permit anyone to work with any such machinery, well casing, or other thing in such location on said premises.

ALTERNATIVE DISPUTE RESOLUTION

Unless otherwise prohibited by law, any already accrued or existing controversy or claim, as well as any future controversy or claim, arising out of or relating in any way to these bylaws, or the breach thereof, and/or any controversy or claim arising out of or relating to patronage capital and/or to any payment to members that is required or arguably required under Texas law, including any claims related to member equity and/or arising under or related in any way to section 161.059, Texas Utilities Code, and/or any controversy or claim related to cooperative governance shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules after all conditions precedent as set forth herein, if applicable, have been met. This agreement involves interstate commerce such that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. shall govern the interpretation and enforcement of this arbitration agreement. The arbitration shall be held in the State of Texas, in a county where

the Cooperative provides service, at a location to be designated by the party not making the initial demand for arbitration. A judgment on the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. Each party agrees to pay their own attorneys' fees and costs and each party agrees to share equally in the cost of the arbitrator. Each party agrees, to the fullest extent allowed by law, that the arbitrator shall be the person to decide all threshold issues and to decide all issues of arbitrability, scope, validity, enforceability, unconscionability, retroactivity and/or applicability.

The parties also agree to waive any right to: (i) pursue a class action arbitration and/or seek a remedy on behalf of any other member or person, or (ii) to have an arbitration under this agreement consolidated or determined as part of any other arbitration or proceeding. The parties agree that any dispute to arbitrate must be brought in an individual capacity, and not as a plaintiff or class member in any purported class or representative capacity. If any part of this arbitration clause, other than waivers of class action rights, is found to be unenforceable for any reason, the remaining provisions shall remain enforceable. If a waiver of class action and consolidation rights is found unenforceable in any action in which class action remedies have been sought, this entire arbitration clause shall be deemed unenforceable. It is the intention and agreement of the parties not to arbitrate class actions or to have consolidated arbitration proceedings. Should the parties have a dispute that is within the jurisdiction of the Justice of the Peace Courts (JP Courts) of the State of Texas, such dispute may be resolved at the election of either party in the JP Court rather than through arbitration, and the Cooperative and member agree that in JP Court, other members may not be joined as a party (other than a joint member) nor can relief be sought on behalf of any other member.

Any member may reject this agreement to arbitrate by sending to the Cooperative at 2111 North Von Minden Road, La Grange, Texas 78945, a notice ("Rejection Notice") within sixty (60) calendar days of the date of the board meeting where this arbitration agreement was added to the Bylaws or within fourteen (14) calendar days of applying for service with the Cooperative as a new member, whichever date is longer. Rejection Notice must include your full name, your current address, your current telephone number, and the account number, and be signed by you. The Rejection Notice must be mailed with return receipt requested to: Rejection Notice Department. In the event of any dispute concerning whether a member has provided a timely notice of rejection, the member must produce the signed receipt for mailing the Rejection Notice. In the absence of the signed receipt, the Cooperative's received date stamp on the Rejection Notice shall be conclusive evidence of the date of receipt. These instructions constitute the only method that a member can use to exercise the right to reject this arbitration provision.

No member may pursue an action in arbitration or JP Court, and no member who has opted out of Article XV may file a lawsuit of any kind, with respect to member equity or the allocation or retirement of capital credits, or file any claim for payment of any amounts allegedly due to a member from the Cooperative, until the member has first provided written notice to the Board of Directors at least fifteen (15) calendar days in advance of the next scheduled regular monthly Board meeting to provide the Board of Directors with a reasonable time to investigate and respond to the matter in hopes that any issues can be resolved without the need for formal proceedings.

If the arbitration clause is deemed unenforceable or the parties otherwise litigate a dispute in court, the parties agree to waive any right to a trial by jury in any proceeding brought in court.

New members are automatically enrolled in the FEC's Power of Change program, which rounds their membership account to the next dollar. To opt out, contact FEC at (979) 968-3181.

CERTIFICATION

You certify that you have read this membership application/service agreement. You further certify that you understand that this document, along with the other documents referenced herein, are the governing documents with respect to your membership in the Cooperative and your receiving electric service from the Cooperative. You further certify that you understand that these documents may change from time to time. You agree to comply with these terms and conditions as well as any subsequent changes made to these documents.

Dated: _____

_____	_____
Applicant Name (please print)	Applicant Signature
_____	_____
Joint Member Name (if applicable)	Joint Member Signature (if applicable)

Service Location Address: _____ Zip Code: _____

Meter Number: _____ Gate Code (if applicable): _____

Effective Date of Service (NOTE: this date may not be available): _____

Rent ◯ Own ◯ Meter Serves (Ex: House, Mobile Home, Barn, Shop, etc.): _____

APPLICANT INFORMATION

Printed Legal Name (first, middle, last): _____

Legal Signature: _____ Date: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Date of Birth: _____ Social Security No.: _____

Driver's License No. (Copy Required): _____ State: _____

Email: _____

SPOUSE APPLICANT INFORMATION (if joint applicant)

Printed Legal Name (first, middle, last): _____

Legal Signature: _____ Date: _____

Home Phone: _____ Cell Phone: _____

Date of Birth: _____ Social Security No.: _____

Driver's License No. (Copy Required): _____ State: _____

Email: _____

FOR OFFICE USE ONLY

Member # _____ Srv. Loc. _____ District # _____

☐ Dep. $_____ ☐ Credit Reference _____% _____% FEC Representative: _____

Name of Last Occupant _____

It is the policy of Fayette Electric Cooperative, Inc. to safeguard the privacy and confidentiality of member-consumer information, as outlined in our Privacy Policy. A copy of the policy is available on our website, fayette.coop.

FAYETTE ELECTRIC COOPERATIVE, INC.

Your Touchstone Energy® Cooperative

Credit Report Authorization

Information from your credit report is used to determine if a security deposit is required on your account. If the Credit Report Authorization is not returned, FEC will require a security deposit.

The undersigned applicant hereby authorizes Fayette Electric Cooperative, Inc. to access my Credit Report to disclose any credit information. Information obtained from the Credit Report is considered confidential and may not be given out or used in any form except in the course of business by Fayette Electric Cooperative, Inc.

Primary Applicant:

Full Printed Name: _____

Address:_____

City: _____ State: _____ Zip: _____

Social Security Number: _____-_____-_____ Drivers' License # _____

Phone Number: _____ Date of Birth: _____

Signature: _____ Date: _____

Joint Applicant:

Full Printed Name: _____

Address:_____

City: _____ State: _____ Zip: _____

Social Security Number: _____-_____-_____ Drivers' License # _____

Phone Number: _____ Date of Birth: _____

Signature: _____ Date: _____

P.O. Box 490 ◆ La Grange, Texas 78945
E-mail: electric@fayette.coop ◆ Website: www.fayette.coop
Phone: 979-968-3181 ◆ 1-866-968-3181 ◆ Fax: 979-968-6752