APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

Fayette Electric Cooperative, Inc. P.O. Box 490 La Grange, TX 78945

This application serves as proof of membership. A copy is available to you upon request.

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

- The Applicant herewith pays to the Cooperative the sum currently required by Section 205.2 of the Cooperative's tariff, receipt of which is hereby acknowledged, which if this application is accepted by the Cooperative, will constitute the Applicant's Membership Fee.
- The Applicant agrees that in the event service is discontinued, any indebtedness in the Cooperative may be deducted from the Membership Fee. It is further understood that the Membership Fee is Non-Transferable.
- 3. The Applicant has accurately and truthfully completed the attached "Description of Electrical Requirements."
- 4. The Applicant will, when electricity becomes available, purchase from the Cooperative all electric energy used on the premises and will pay monthly at the rate to be determined from time to time in accordance with the rate schedules, rules and regulations of the Cooperative.
- 5. The Applicant agrees to comply with and be bound by the provisions of the Articles 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 the Agreement and the Cooperative's tariff. 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 LA GRANGE, TEXAS. 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.
- 6. Applicant warrants that Applicant'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.
- 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, and will protect, indemnify and save Cooperative harmless from all claims from injury or damage occasioned by

- such electric current for said wires, apparatus or appurtenances to persons or property occurring upon Applicant's premises, or at and from such points of delivery, even if due to Cooperative's negligence, whether sole or joint, and concurrent with the negligence of an Applicant or third parties.
- Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Applicant's service location.
- 9. Applicant agrees to grant or to secure for Cooperative, at Applicant's expense, any rights-of-way on property owned or controlled by Applicant, 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 Applicant. Cooperative's representatives are hereby granted rights of ingress and egress to Applicant's premises at all reasonable times for the purpose of inspection of facilities and/or performing maintenance, system improvements, and modifications to the facilities on the premises.
- 10. If Applicant limits access to Applicant's premises with locks on the gates, the Cooperative is hereby granted authority to place a separate Cooperative lock to provide access for Cooperative personnel.
- 11. Upon failure to make payment or perform any obligation under this agreement or the Cooperative's tariffs, the Cooperative shall have the right to discontinue service, as well as such remedies as may be provided by law.
- 12. Applicant hereby assigns and transfers to the Cooperative the total book value of capital credits in Applicant's account which are available for retirement, and agrees said amount shall become due and payable to the Cooperative three years after the Cooperative has made a bonafide attempt to pay said amount and has not succeeded in doing so.
- 13. This Agreement constitutes the entire agreement between the Applicant and Cooperative and supersedes any and all prior agreements between the Applicant and Cooperative for the service here described. Applicant agrees that the Cooperative, its agents and employees, have made no representations, promises or inducements, written or verbal which are not contained herein.
- 14. The Applicant agrees to promptly notify the Cooperative of any changes in membership status.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the day and year stated below. I give Fayette Electric Cooperative permission to contact me by phone, email and/or text regarding my service. I understand that it is my responsibility to immediately notify Fayette Electric Cooperative of any changes to my contact information (email address, phone number). _____ initials Meter#_ Gate Combo (if applicable) Address of location being served _____ Zipcode _____ PRIMARY APPLICANT: (Single membership - complete this section only) Legal Signature Printed Legal Name (first name, middle initial, last name) Mailing Address _____ Date _____ Date of Birth City, State, Zip Social Security Number Drivers License # State Home Phone Cell Phone Email Address JOINT APPLICANT: (complete both Primary and Joint Applicant sections) Printed Legal Name (first name, middle initial, last name) Legal Signature Date of Birth _____ Home Phone Social Security Number Cell Phone Drivers License # State Email Address **BUSINESS APPLICANT: (complete both Primary and Business Applicant sections)** Tax ID# Company Name ☐ LLC Type of Entity Corporation ☐ General Partnership ☐ Limited Partnership □ DBA □ Trust Billing Address _____ Date _____ *By Title □ Corporate Officer ☐ Partner ☐ General Partner ☐ Trustee Owner * if signature is that of other than Pres., Vice Pres., Partner or Owner, Power of Attorney must be attached hereto. FOR OFFICE USE ONLY Member # _____ Map Ref. # _____ District # _____ Name of Last Occupant ☐ New Member Packet □ Dep. \$ _____ □ Credit Reference _____% ____ % FEC representative _____



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:		Zip:
Social Security Number:	Drivers' License #	
Phone Number:	Date of Birth:	
Signature:	Date:	
Joint Applicant:		
Full Printed Name:		
Address:		
City:		
Social Security Number:	Drivers' License #	
Phone Number:	Date of Birth:	
Signature:	Date:	