



APPLICANT - Business/Organization Name: _____

Name as it should appear on the bill: _____ Federal Tax ID: _____

Billing Address: _____
Street City State ZIP

Billing Contact Name: _____ Phone: _____

Service Address (if different than above): _____
Street City State ZIP

Date Service is to Start: _____ **Have you had service with Carroll Electric before:** Yes No

Owner's Name (if applicable): _____ Phone: _____

Additional contact names: (After hours, emergency or miscellaneous contacts). *Please indicate in what capacity the person should be contacted.*

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

Printed Name of Applicant _____

Title _____

Signature of Applicant _____

Date _____

PLEASE PROVIDE THE FOLLOWING ITEMS FOR PROMPT SERVICE:

- Completed Membership Application
- Membership Fee of \$10.00
- Deposit of \$ _____ *Deposits vary.*
Contact the cooperative for your deposit amount.
- Service Charge of \$30.00 *if applicable*

Make check or money order payable to Carroll Electric.

Visa and Mastercard are also accepted.

In accordance with and in addition to the terms and conditions provided herein and on the reverse side of this Membership & Electric Service Application and Agreement ("Application and Agreement"), Applicant hereby (1) applies to be and consents to being a member of Carroll Electric Cooperative, Inc. (the "Cooperative"), (2) applies, requests, and agrees to consume, receive, purchase or otherwise use ("Use") electric energy and/or electric distribution service ("Service") from the Cooperative at the Service Address written above, and (3) agrees to pay the Cooperative's membership fee of \$10.00.

The individual signing this Application and Agreement represents that: (a) he or she is authorized to act, contract, consent, authorize, represent, agree, grant and transfer for the listed entity and (b) the listed entity is a _____ [insert type of entity].

As set forth in the Cooperative's Code of Regulations, no entity shall become a member of the Cooperative unless and until it has been accepted for membership by the Board of Trustees or the members of the Cooperative. In addition, in connection with this Application and Agreement, the Cooperative may require a security deposit from the Applicant and also may require that the Applicant provide the Cooperative with all necessary electrical load data for the proposed Service, prior to the Board of Trustees or members accepting the Applicant for membership.

FOR OFFICE USE ONLY

Account No. _____

Near _____

Map Location _____

Remarks _____

Payments

- \$ 10.00 Membership Fee
- \$ _____ Deposit Amount
- \$ 30.00 Service Charge

Security Light

- Existing
- To be installed

Employee initials _____ Date _____

Carroll Electric Cooperative, Inc. Business/Organization 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.