

APPLICATION FOR MEMBERSHIP AND FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for membership in, and agrees to purchase electric energy from UPSHUR RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called the "Cooperative") upon the following terms and conditions.

1. This Application will constitute the Applicant's membership by either signature of or consumption of electric energy and upon acceptance by the Cooperative.
2. The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises (small power production and cogeneration exempt) and will pay therefore monthly a rate to be determined from time to time in accordance with the bylaws of the Cooperative; provided however, that the Cooperative may limit the amount of electric energy to be furnished for industrial uses. The Applicant will pay a minimum bill per month regardless of kilowatt-hours consumed. Small power production and cogeneration by a member shall comply with the Cooperative's approved tariff.
3. The Applicant will comply with and be bound by the provisions of the certificate of incorporation and bylaws of the Cooperative, and such policies and regulations as may from time to time be adopted by the Cooperative.
4. The Applicant by becoming a member assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that under the law, the member's private property cannot be attached for any such debts or liabilities.
5. The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative.
6. The Applicant gives to the Cooperative a right-of-way easement above ground or underground for the erection and continued operation, maintenance, repair, alteration, inspection and replacement on land owned by the Applicant and/or upon all the streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system, and telephone/communication systems/cable television lines or circuits, attached to poles and other supports, together with guys, crossarms, and other attachments and incidental equipment thereon; and the right to cut, trim and control the growth, either by chemical or by mechanical methods, of trees and shrubbery and underbrush located within 15 feet of the center line of said line or system, or any of the aforesaid plants that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed) and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; and to license, permit or otherwise agree to the joint use or occupancy of the line or system, and to keep said right-of-way free and clear of any other buildings, towers, or obstacles that would impair the safe operation and/or maintenance of said lines.
7. The applicant agrees that the Cooperative may place gaps or gates in fences or cut the fences so long as the Cooperative repairs said fences in as good a condition as it was before cutting, as required to traverse right-of-way.
8. The Applicant agrees that the Cooperative will have the right to use all roads now on said property, or any roads placed on said property in the future for the purpose of ingress and egress to its right-of-way.
9. The Applicant agrees that all the poles, wires and other facilities, installed on the above described lands by the Cooperative, shall remain the property of the Cooperative.
10. The Cooperative will endeavor to maintain continuous service but will not be liable for loss or damage caused by interruption or failure of service or delay in commencing service due to accident to or breakdown of plant, lines, or equipment, strike, riot, act of God, or causes reasonably beyond the Cooperative's control or due to shutdown for reasonable periods to make repairs to lines or equipment.
11. In like manner, should the Applicant's premises be rendered wholly unfit for the continued operation of the Applicant's plant or business, due to any of the causes mentioned above, the Applicant's contract, if any, will thereupon be suspended until such time as the plant or premises will have been reconstructed, reconditioned, and reoccupied by the Applicant for the purpose of his business.
12. It is the policy of the Cooperative to safeguard the privacy and confidentiality of member-consumer information, as outlined in our Policy on Privacy and Confidentiality. A copy of the policy is available upon request.
13. All sums accruing under this contract shall be payable at the office of the Cooperative in Gilmer, Upshur County, Texas.

____ Residence ____ Business ____ Mobile Home ____ Other _____

Applicant Name _____

Joint Applicant Name _____

Applicant Signature _____

Joint Applicant Signature _____

Social Security No. _____

Social Security No. _____

Driver's License No. _____

Driver's License No. _____

Date of Birth _____

Date of Birth _____

Mailing Address _____

Telephone Number _____

Cell Phone Number _____

Initial Account No. _____

Date _____