930 S 5th Ave PO Box 340 Canton, IL 61520 309-647-2700 phone 877-404-2572 toll free www.srecoop.org



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Member Number

Application for Membership and Electric Service Agreement (Please Print)

Membership Fee: _____ Deposit: Applicant Name: Driver's Lic #: Social Security #: _____ Business Name: _____ FEIN #: ____ Billing Address: Road, Street or PO Box City, State & Zip: **Phone Numbers:** Primary E-Bill only: Email Address: E-Bill & Standard: (optional) Joint Applicant: Last M.L Driver's Lic #: _____ Social Security #: Property Owned: Property Rented: If rented, Property Owner: I (we) certify the above to be true and correct. I (we) have read and acknowledge the terms and conditions as stated here and on the reverse side of this application, which constitutes a contract. I (we) agree to pay all for all charges of services. If I(we) default on payment and SREC commences collections proceedings, I (we) must pay the charges, late fees, cost of collections, attorney's fees and expenses. Applicant Signature: Joint Applicant Signature: Date: The above application for membership accepted this_____day of ______, _____, Spoon River Electric Cooperative

TERMS AND CONDITIONS

- 1 The Applicant will pay to the Cooperative the sum of \$5.00 which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. NOTE THIS IS NOT A METER DEPOSIT THEREFORE CANNOT BE APPLIED TO ELECTRIC BILLS NOR REFUNDED AFTER TERMINATION OF SERVICE
- 2. The Applicant agrees to purchase from the Cooperative all electric energy used on the premises described in this application and will pay therefore monthly at rates to be determined from time to time in accordance with the by-laws of the Cooperative Applicant will pay monthly at least a minimum bill, applicable to class of service received, regardless of the number of kilowatt-hours consumed.
- 3. The Applicant will comply with and be bound by the provisions of the Certificate of Incorporation and By-laws of the Cooperative, of which he will be a member and such rules and regulations as may, from time to time, be adopted by the Cooperative. The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Cooperative and the National Electrical Code. Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative, whereon authorized employees, agents, and independent contractors to have access thereto for inspection, maintenance, replacement, relocation, or repair thereof at all reasonable times. As part of the consideration for such service, each member shall be the Cooperative's bailee of such facilities and shall accordingly desist from interfering with, impairing the operation of, or causing damage to such facilities, and shall use his best efforts to prevent others from doing so. In the event such facilities are interfered with, impaired in their operation or damaged by the member, or by any other person when the member's reasonable care and surveillance could have prevented such, the member shall indemnify the Cooperative and any other person against death, injury, loss or damage resulting therefrom, including but not limited to the Cooperative's cost of repairing, replacing, or relocating any such facilities and its loss, if any, of revenues, resulting from the failure or defective functioning of its metering equipment. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises, or beyond the combination circuit breaker-meter base panel if such is owned and maintained by the Cooperative.
- 4. The Cooperative shall use reasonable diligence in providing continuous service but does not guarantee that such service will be at all times continuous. In event of interruption of service caused by revulsions of nature, strikes, riots, war, insurrection or by any other cause due to circumstances or contingencies beyond the control of the Cooperative, the Cooperative shall not be liable to the member(s) for any damage to person or property or for any loss sustained on the premises of the member(s) due to interruption of service.
- 5. The Applicant agrees to furnish to the Cooperative a right-of-way easement to construct, operate, repair, replace, improve and maintain electric lines and services which provide electric service to the Applicant in whole or in part at no charge to the Cooperative. The easement shall be drafted and comply with the Cooperative's Operation Policies concerning easements required for electrical service as determined by the Board of Directors from time to time.
- 6. If any member fails to pay any billing for electrical service on or before the day fixed for payment, the Cooperative may disconnect the electric service according to Cooperative policies.
- 7. If service is disconnected for any reason and reconnected within a twelve-month period for the use of the most recently disconnected consumer at the same location, the full annual minimum for the calendar year will be charged, plus reconnect fee, regardless of the time of the year of the reconnection.
- 8. If any member fails to pay any billing for electrical service, the Cooperative will pursue enforcement of collection of the indebtedness and the member agrees to pay, in addition to the charges for electrical service, all collection expenses of the Cooperative, including expenditures for field collection, collection agency charges, attorney fees, court costs, and interest at the rate of 18% per annum from the date due until paid.

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, and the contract for electric service shall continue in force until cancelled by at least 30 days written notice given by either party to the other. A membership certificate will be issued after Applicant has been connected and receiving service; cancellation of this application prior to this time entitles Applicant to refund of membership fees paid. It is further understood that after a membership certificate has been issued to Applicant there can be NO refund of membership fees after termination of service or cancellation of membership.