

AGREEMENT FOR ELECTRIC SERVICE AND MEMBERSHIP

This contract, made this ____ day of _____, 20____, between the DS&O Rural Electric Cooperative Association, Inc., a non-profit Kansas Electric Cooperative Corporation (herein called the "Cooperative") and _____, (hereinafter called the "Customer").

The Cooperative agrees to sell and deliver to the Customer, and the customer agrees to purchase and receive from the Cooperative, all of the electric power and energy which the Customer may need at a point of delivery at _____ or DS&O map location _____ upon the following terms:

1. **Delivery of Service:** Service to be furnished under this Agreement will be delivered and received at a mutually agreed point on the Customer's premises. The Cooperative meter shall constitute the point of delivery to the Customer and the Customer will own and maintain all poles, wire, equipment, and other facilities beyond the point of delivery. Energy sold under the terms of this contract shall not be resold and usage shall be restricted to the Customer's premises.
2. **Rate for Service:**
 - a. The rate charged for service shall be as set forth in the Cooperative's rate schedule applicable to the service being supplied. The Customer expressly agrees and understands that all charges and adjustments thereto provided for in the applicable tariff shall be subject to change by the Board of Trustees of the Cooperative.
 - b. The Customer shall pay the Cooperative for electric service at the rate provided in the applicable rate schedule and in accordance with the terms and conditions contained in the Cooperative's rules and regulations. Customer is solely responsible for providing load characteristics and other data necessary to determine the appropriate rate schedule under which the Customer shall receive service.
 - c. The Customer hereby gives written consent to the Cooperative to transfer to the Customer's current service account, regardless of class, any unpaid balance owed for service received or costs incurred at this or any separate metering point, residence or location, regardless of class of service received or when such service was received whether prior, concurrent or successive.
3. **Line Extension Charges:** The Customer may be required to pay line extension charges for a period of not less than 5 years in accordance with the Cooperative's rules and regulations. The amount of the line extension charges and the manner of payment are set forth in Exhibit A attached hereto.
4. **Right of Access:**
 - a. Duly authorized representatives of the Cooperative shall be permitted to enter Customer's premises at all times in order to carry out the provisions of this contract and for the purpose of installing, reading, inspecting or repairing any meters, devices, electric lines and facilities, and other equipment or for any purpose incidental to the electric service supplied by the Cooperative.
 - b. Customer agrees, upon request of the Cooperative, to grant the Cooperative one or more right of way easements for extending and furnishing service to Customer or any other Cooperative member or for any other need of the Cooperative in constructing, operating and maintaining its electric service.
5. **Continuity of Service:** The Cooperative will use reasonable diligence to supply continuous electric service, but does not guarantee the supply of electric service against irregularities or interruptions. In no event shall the Cooperative be liable for damages from irregularities or interruptions of service caused by, but not limited to, an act of God, governmental authority, action of elements, public enemy, accident, labor disturbances, strikes or their equivalent, sabotage, vandalism, required maintenance work, legal process, inability to secure rights of way or other permits needed, or for other cause or causes beyond the control of the Cooperative.
6. **Wiring Specifications:** The Customer will cause the Customer's premises to be wired in accordance with the National Electric Code at the time of connection. Customer acknowledges that Customer is responsible for all wiring and electric appliances on the Customer's side of the point of connection and hereby holds the Cooperative harmless from any responsibility for damages caused on the Customer's side of the meter.
7. **Term:** This Agreement shall become effective on the date it is executed and shall remain in effect until terminated by either party with at least seven (7) days written notice given by the Customer to the Cooperative, or by disconnection of the Customer's service by the Cooperative.
8. **Succession:** This Agreement shall be binding upon and inure to the benefits of the successors, legal representative and assigns of the respective parties. Customer shall notify Cooperative of Customer's intention to transfer, convey or assign the property to which electrical service is provided. Customer is responsible for all electric service

furnished pursuant to the Agreement.

- 9. **Credit:** A credit report(s) may be requested in processing your membership application and in determining the amount of security deposit required for your service. By signing this agreement you are authorizing the Cooperative to investigate your credit and employment history. Upon request, you may be informed of the names and address of any consumer reporting agency which have provided the Cooperative with such reports.
- 10. **Waiver:** No representative, agent or employee of the Cooperative shall have the power to amend or waive any of the provisions or terms of this contract or any of the general terms and conditions found in the bylaws or rules and regulations of the Cooperative incorporated herein. Any promise, agreement or representation made by any representative, agent or employee of the Cooperative not herein set forth shall be void and of no effect.
- 11. **Membership in Cooperative:** Through execution of this contract, the acceptance by the Board of Trustees of the Cooperative, and the payment of a \$ _____ membership fee; the undersigned will become a member of the cooperative. As a member of the Cooperative, Customer shall be bound by the Articles of Incorporation, Bylaws of the Cooperative and rules and regulations of the Cooperative as they may be altered or amended from time to time.
- 12. **Rules and Regulations:** The Bylaws, rate schedules, and rules and regulations are available to the Customer upon request at the Cooperative office during normal business hours.

Customer Signature

Customer Signature

Print Name

Print Name

Social Security Number

Social Security Number

Address

City, State, Zip

Employer

Telephone

For Office Use Only

Account # _____ Membership Fee\$ _____
Location # _____ Security Deposit\$ _____
Name/Address Code _____ Total\$ _____
CC/Member # _____