

## AGREEMENT FOR ELECTRIC SERVICE AND MEMBERSHIP

This contract (hereinafter called "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between DS&O Electric Cooperative, Inc. (hereinafter called "DS&O"), a non-profit Kansas electric cooperative corporation, and \_\_\_\_\_ (hereinafter called "Member").

DS&O agrees to sell and deliver to Member, and Member agrees to purchase and receive from DS&O, all of the electric power and energy that Member 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 Agreement shall be delivered and received at a mutually agreed point on Member's premises. DS&O's meter shall constitute the point of delivery to Member, unless otherwise specified by DS&O personnel and noted as such on this application after installation of service. Member shall own and maintain all poles, wires, equipment, and other facilities beyond the point of delivery, unless otherwise specified or agreed to in writing by DS&O. Energy sold under the terms of Agreement shall not be resold and usage shall be restricted to Member's premises.
2. **Rate for Service:**
  - a. The rate charged for service shall be as set forth in DS&O's rate schedule applicable to the service being supplied. Member expressly agrees and understands that all charges and adjustments thereto provided for in the applicable tariff shall be subject to change by DS&O's Board of Directors (hereinafter called "Board").
  - b. Member shall pay DS&O for electric service at the rate provided in the applicable rate schedule and in accordance with the terms and conditions contained in DS&O's rules and regulations. Member is solely responsible for providing load characteristics and other data necessary to determine the appropriate rate schedule under which Member shall receive service.
  - c. Member hereby gives written consent to DS&O to transfer to Member'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:** Member may be required to pay line extension charges in accordance with DS&O's rules and regulations. The amount of the line extension charges and the manner of payment are set forth in the Line Extension Agreement.
4. **Right of Access:**
  - a. Duly authorized representatives of DS&O shall be permitted to enter Member's premises at all times in order to carry out the provisions of Agreement 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 DS&O.
  - b. Member agrees, upon request of DS&O, to grant DS&O one or more right of way easements for extending and furnishing service to Member or any other DS&O member or for any other need of DS&O in constructing, operating, and maintaining its electric service.
5. **Continuity of Service:** DS&O shall 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 DS&O 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 DS&O.
6. **Wiring Specifications:** Member shall cause Member's premises to be wired in accordance with the National Electric Code at the time of connection. Member acknowledges that Member is responsible for all wiring and electric appliances on Member's side of the point of delivery and hereby holds DS&O harmless from any responsibility for damages caused on Member's side of the point of delivery.
7. **Term:** Agreement shall become effective on the date it is executed and shall remain in effect until terminated by either party with at least seven days written notice given by Member to DS&O, or by disconnection of Member's service by DS&O.
8. **Succession:** Agreement shall be binding upon and inure to the benefits of the successors, legal representative, and assigns of the respective parties. Member shall notify DS&O of Member's intention to transfer, convey, or assign the property to which electrical service is provided. Member is responsible for all electric service furnished pursuant to Agreement.
9. **Credit:** A credit report(s) may be requested in processing Member's application and in determining the amount of security deposit required for Member's service. By signing Agreement, Member authorizes DS&O to investigate Member's credit and employment history. Upon request, Member may be informed of the names of any consumer reporting agency that provided DS&O with such reports.
10. **Waiver:** No representative, agent, or employee of DS&O shall have the power to amend or waive any of the provisions or terms of Agreement or any of the general terms and conditions found in the bylaws or rules and regulations of DS&O incorporated herein. Any promise, agreement, or representation made by any representative, agent, or employee of DS&O not herein set forth shall be void and of no effect.
11. **Consent:** With Agreement, Member consents to telephone notifications from DS&O regarding late payments, outages, DS&O-related work at or near Member, low-income assistance payment options, peak load and demand side management alerts, and other utility notices. Member may choose to be exempt from any or all notifications by contacting DS&O during normal business hours.
12. **Membership in Cooperative:** Through execution of Agreement, the acceptance by DS&O's Board, and the payment of a membership fee (if applicable), the undersigned shall become a member of DS&O. As a member of DS&O, Member shall be bound by DS&O's articles of incorporation, bylaws, and rules and regulations. The bylaws and rules and regulations may be altered/amended from time to time.
13. **Rules and Regulations:** DS&O's bylaws, rate schedules, and rules and regulations are available to Member on DS&O's web site and upon request at DS&O's office during normal business hours.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Point of Delivery, if not the meter

**For Office Use Only**

Account # \_\_\_\_\_  
 Location # \_\_\_\_\_  
 Name/Address Code \_\_\_\_\_  
 CC/Member # \_\_\_\_\_

Membership Fee \$ \_\_\_\_\_  
 Security Deposit \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_  
 WO/SO # \_\_\_\_\_