

FAILURE TO SIGN AND RETURN THIS MEMBERSHIP APPLICATON CAN RESULT IN TERMINATION OF ELECTRIC SERVICE

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 the Sac Osage Electric Cooperative, Inc. (hereinafter called the "Cooperative"), upon the following terms and conditions.

- The Applicant will pay the Cooperative the sum of \$5.00 which will constitute the Applicant's membership fee. (If a deposit has already been paid on the account, the \$5.00 membership fee was included.)
- 2. The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy used at the location shown below and will pay therefore monthly at rates to be determined from time to time in accordance with the bylaws of the Cooperative; provided, however, that the Cooperative may limit the electric energy to be furnished for industrial uses.
- 3. The Applicant will pay each month for the kilowatt hours consumed or a minimum bill, based upon transformer size, whichever is greater. The minimum charge shall initially be that rate in effect at the time this application is accepted and thereafter shall be at the rate determined by the Board of Directors in accordance with the bylaws of the Cooperative.
- 4. The building that the Applicant is requesting electric service for has never been served by any other power supplier.
- Service extensions for new services shall be provided under the following policies.Payment must be made to the Cooperative before the electric line is extended.

<u>Permanent Extension: Single-Phase Service</u> <u>for Dwellings and Small Commercial Accounts</u>

The charge to extend service to a new house, permanent dwelling, or small commercial account will be as follows. To qualify as a permanent dwelling (less than four rooms is considered a cabin) the foundation of the dwelling must be complete before construction of line extension is started by Cooperative. The determination of permanent or temporary will be made by the Survey/Staking Technician, who after a visual check of the site and verbal communication with the applicant, is most qualified to determine if the installation is permanent or temporary.

Overhead: \$4.00 per foot Underground: \$7.00 per foot

There is not a charge for a service extension requiring a meter loop only or for a service extension that requires only a pole added in line.

Non-Permanent Extensions: Single-Phase Service for Outlet Boxes, Cabins, Pumps, Recreational Accounts and/or Other Classes of Consumers not Considered Permanent.

For service extensions to any of the above, the following charges shall apply:

Overhead: \$5.00 per foot Underground: \$9.00 per foot

The minimum charge for an overhead non-permanent extension is \$500.00. The minimum charge also applies to temporary service extensions requiring only a new pole in line and to a service extension requiring only the addition of a meter loop or other equipment to an existing pole.

The minimum charge for a non-permanent underground extension is \$1,000.00.

12-Month Minimum Policy

For all line extensions, applicant for service is responsible for at least a minimum bill for 12 months. Should service be disconnected in less than 12 months, applicant will be responsible for balance of 12 minimum bills.

Requirements for Primary Underground Extensions

Member to provide 10' trench, 48" deep at the takeoff and a 10' trench, 48" deep at the dead-end. All other trenching must be a minimum of 42" deep. It is the member's responsibility to contact the backhoe operator. Member is to advise backhoe operator that

solid rock is to be removed to a depth of 30" before underground wire is installed. Before backfilling is completed, 18" of fill and ribbon must be place on top of the conduit.

New Three-Phase Service or Three-Phase Conversions

Overhead: \$15.00 per foot Underground: \$20.00 per foot

The Cooperative reserves the right to require a five-year contract on new three-phase line extensions or three-phase line conversions.

Other Charges

In addition to the above charges for service extensions, the applicant for service will be required to pay a membership and/or deposit as applicable and service capacity charge. All charges must be paid in full before service is extended.

- 6. The Applicant will comply with and be bound by the provisions of the existing Articles of Incorporation, Bylaws and rules and regulations of the Cooperative, as well as any future rule or regulation that may be adopted as well as any future amendment to the Articles of Incorporation or Bylaws of the Cooperative, whether such adoption and/or amendment occurs during Applicant's membership with the Cooperative or subsequent to the termination of Applicant's membership with the Cooperative.
- 7. The Applicant, by paying a membership fee and 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 his or her private property is exempt from execution for any such debts or liabilities.
- 8. Applicant agrees: (A) to permit the Cooperative through its agents, employees and contractors to set and install poles, guy wires, anchors, and wires, and to attach and maintain fiber optic lines and equipment for both internal and commercial communication use, and to trim and cut trees, check and treat poles, maintain such structures and equipment and spray right-of-way on and over Applicant's lands; (B) to permit the Cooperative to allow it, its subsidiaries and other third parties the joint use and occupancy of such poles, electric lines and fiber optic equipment for electrification and internal and commercial communication purposes; and (C) to execute such written easements as Cooperative may request granting to Cooperative, its subsidiaries and its successors and assigns, the right-of-way to string wires, set poles, guy wires and anchors, attach fiber optic lines and equipment for both internal and commercial use, trim or cut trees, test and treat poles, to maintain such structures and equipment and spray right of way, as may be necessary in the opinion of the Cooperative.
- 9. The Applicant agrees that if the supply of electric power and energy provided by the Cooperative shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor or for damages caused thereby.
- 10. The acceptance of this membership application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, and the contract for electric service shall continue in force for one year from the date service is made available by the Cooperative to the Applicant, and thereafter until canceled by at least thirty days written notice given by either party to the other.
- 11. A deduction of not less than \$4.00 or more than \$6.00 annual subscription price for the *Rural Missouri*, shall be made annually from the amount accruing to the applicant from the operation of the Cooperative for such time as he/she is a member of said Cooperative.
- This contract, less exempt under the rules, regulations and relevant orders of the Secretary of Labor (41CFR, Ch. 60) is subject to the Equal Opportunity Clause prescribed in Section 202 of Executive Order 11246.
- 13. Should applicant fail to adhere to the terms of applicant's agreement with the Cooperative including, but not limited to, prompt payment for energy or services and, as a result thereof, the Cooperative elects to retain the services of an attorney in order to enforce this agreement, then applicant shall pay any attorney's fee and legal expenses or costs incurred by the Cooperative in connection with the enforcement proceedings.

This membership application is to be completed, signed by applicant(s), and returned to the office of the Cooperative.

This box	for office use on	ly: Map Number:				Membership Numb	er:		
APPLICAN'	T:				CO-APPLICANT:				
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Nearest friend or relative not residing at this residence:									
Address:					Telephone Number:				
The Applican	nt certifies that the or	ne box marked is the predomin	ant use of	electricity. If e	nergy pur	chased results in a sales tax	liability d	ue to use other than stated.	
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