

Wamego Office
 1000 South Wind Drive
 P.O. Box 5
 Wamego, KS 66547-0005
 (785) 456-2212

**AGREEMENT FOR ELECTRIC SERVICE
 WITH
 BLUESTEM ELECTRIC COOPERATIVE, INC.**

Clay Center Office
 524 Dexter St.
 P.O. Box 513
 Clay Center, KS 67432-0513
 (785) 632-3111

The undersigned (hereinafter "Customer") hereby makes application to the Bluestem Electric Cooperative, Inc., (hereinafter "Cooperative") for electric and other services upon the following terms and conditions set out below and on the reverse side of this document.

1. MEMBERSHIP – Membership shall be either individual or joint. The Customer, or customers, (in case of joint memberships) shall pay the Cooperative the sum of **\$25.00**, which, upon acceptance of this application by the Board of Trustees of the Cooperative, shall constitute the Membership Fee. Subsequent meters for electric service needed by the customer will not require a membership fee, but will require the execution of a separate Agreement for Electric Service.

Upon termination of electric service after the term of the contract and upon settlement of final billing, the Membership Fee may be refunded to the Customer or, at the option of the Cooperative, it may be applied against the final billing for electric service. In the event the Customer is accepted for membership in the Cooperative, but fails to take electrical service provided by the Cooperative or fails to comply with the terms hereof, the Membership Fee shall become forfeited to the Cooperative. In the event the Cooperative is unable to furnish service to the Customer, the Membership Fee will be returned.

2. PAYMENT – The Customer will, when electric energy becomes available, purchase from the Cooperative all central station electric power and energy used on the premises described below, and therefore, will pay monthly at the rates and terms which are filed and approved by the Cooperative's Board of Trustees.

The Customer will pay the Cooperative for all electric service used on the premises described below at rates and upon the terms and conditions set forth in Rate Schedule _____ or an optional rate made available by the Cooperative, and the Cooperative's Rules and Regulations. Customer agrees to pay charges based upon such rates, which presently provide a minimum monthly/annual customer charge of \$ _____ per month/year. In the event electric service is provided under the terms and conditions of the Cooperative's Line Extension Policy then the minimum monthly/annual customer charge shall be \$ _____ per month/year for _____ year(s) then shall adjust to the monthly minimum established in the appropriate rate tariff as it exists at that time and thereafter as it may be modified by the Cooperative's Board of Trustees.

The Customer will pay the Cooperative for all other goods or services provided at the rates, and upon the terms and conditions set forth in the Cooperative's rules and regulations and price schedules as they now exist and as they may be modified from time to time in the future.

Applicant/Member of Record

<u>For Office Use Only</u>	<u>Membership Packet</u>	Amount Due:
Legal Description: T ___ R ___ S ___ Loc # _____	Applicant must initial _____	Membership \$ _____
Connect Date: ___/___/___	Accepted: _____	Name Change Fee \$ _____
Meter Number: _____ Reading: _____	Declined: _____	Security Deposit \$ _____
Existing Member: Y / N Existing Customer #: _____	Date: _____	Total Due \$ _____

Applicant #1

_____-_____-_____/_____/_____/_____
Name **SSN** **Date of Birth** **Driver's License #**

(____)_____-_____/_____/_____/_____
Email address **Home** **Cell** **Work**

This contact information may be used to receive communications placed by an auto-communications system? Home Cell Email

Applicant #2

_____-_____-_____/_____/_____/_____
Name **SSN** **Date of Birth** **Driver's License #**

(____)_____-_____/_____/_____/_____
Email address **Home** **Cell** **Work**

This contact information may be used to receive communications placed by an auto-communications system? Home Cell Email

Service Address: _____
Street **City** **State** **Zip**

Mailing Address: _____
Street **City** **State** **Zip**

Signature _____ Date _____ Signature _____ Date _____

Please verify meter number. Then return completed, signed and with copies of photo identification and payment to one of the offices listed above.

3. DELIVERY OF SERVICE – Service to be furnished under this agreement is to be delivered and received at a mutually agreed point. The Cooperative’s meter shall constitute the point of delivery to the customer and the Customer will own and maintain all poles, wires, equipment and other facilities beyond the point of delivery.

4. RENTAL PROPERTY – Please list owner’s Name, Address, Phone #, and any other pertinent information below:

(Name)

(Address)

(Phone)

Other Customers residing at this location: _____

5. 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 the class of service received or when such service was received whether prior, concurrent, or successive.

6. WIRING – The Customer will cause his premises to be wired in conformance with the National Electrical Safety Code and all applicable city and County specifications.

7. ADDITIONAL PROVISIONS – The member or joint member will, as a member of the Cooperative, comply with and be bound by, as though fully set out herein, the provisions of the Articles of Incorporation and Consolidation, the Bylaws of the Cooperative, and any Rules and Regulations and Rate Schedules as may, from time to time, be adopted by the Cooperative’s Board of Trustees.

8. 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 the 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.

9. PERSONAL LIABILITY – The Customer, 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 the private property of the customer cannot be attached for any such debts or liabilities.

10. SECURITY DEPOSIT – The Cooperative may require the Customer to provide credit information prior to rendering electric service. The Cooperative may also require at any time, upon proper notice, a cash security deposit in accordance with the Cooperative’s Rules and Regulations. Such deposit will bear interest and be refunded in accordance with those Rules and Regulations.

11. CAPITAL CREDITS – Capital credits will be refunded in accordance with Cooperative rules, regulations, and policies now in effect and as they may be modified in the future.

12. ACCESS – The Cooperative will have the right of access to the Customer’s premises for the purpose of installing, reading, inspection, or repairing any meters, devices, and other equipment or for any purpose incidental to the electric service supplied by the Cooperative.

13. TERM – The acceptance of this application by the Cooperative shall constitute a binding agreement between the Customer and the Cooperative and the contract for electric service shall continue in force from the date service is made available hereunder to the Customer, and thereafter until canceled by 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.

14. WAIVER – No representative, agent, or employee of the Cooperative shall have the power to amend, modify, alter, or waive any of the provisions or terms of this contract or any of the general terms and conditions relating not herein contained. Any promises, agreements, or representations made by any representative, agent, or employee of the Cooperative not herein set forth shall be void and of no effect.

15. JOINT LIABILITY – If the customer is more than one person then each customer is jointly and individually liable for all debt incurred.

16. COMPLIANCE – Failure on the part of the Customer to accept service from the cooperative, to comply with the Articles of Incorporation and Consolidation, Bylaws, Rules and Regulations, or to carry out the terms and conditions of this contract, shall not relieve the customer from the payments and conditions set forth in this contract.

17. CUSTOMER – Customer shall mean any person signing this agreement for electric service whether or not he or she is a member or becomes a member of the cooperative.