

Account No. _____

Membership No. _____

Capital Credit No. _____

**ELECTRIC SERVICE AGREEMENT
WITH
LYON-COFFEY ELECTRIC COOPERATIVE, INC.**

The undersigned (hereafter "Customer") hereby makes application to Lyon-Coffey Electric Cooperative, Inc. (hereafter "Cooperative") for electric service and membership upon the following conditions:

1. MEMBERSHIP. Customer herewith pays Cooperative the sum of \$ _____, which, if this application is accepted by Cooperative, will constitute Customer's membership fee.

No member may hold more than one membership in the Cooperative at any one time. No membership is transferable except as provided in the By-Laws of the Cooperative.

Upon acceptance of this application by Cooperative, a membership certificate will be issued to Customer in a form adopted from time to time by Cooperative.

Customer agrees that no less than \$2.75 nor more than \$8.00 of the amount paid for electric service each year is for Customer's subscription to the *KANSAS COUNTRY LIVING* magazine.

Upon application by Customer and upon termination of service and cancellation of the membership by Cooperative or upon withdrawal of the membership in any manner, the membership fee shall be refunded to the Customer or, at the option of the Cooperative, shall be applied against the final billing for electric service or against any other obligation due Cooperative from Customer.

2. CONTRACT. This application, upon acceptance by the Cooperative, constitutes a contract between Customer and Cooperative known as the Electric Service Agreement. Such Agreement includes, as though fully set out in this application, those items described in paragraph 5 below.

3. PAYMENT. As soon as electric energy is available from Cooperative, Customer will purchase from Cooperative all electric energy purchased for use on the premises described in Paragraph 7 below.

Customer will pay for such energy monthly at rates and in accordance with rules and regulations, which are filed with and approved by the Cooperative's Board of Trustees. Customer specifically agrees to pay any minimum monthly charges included in such rates whether any electric energy is used during any month or not. Customer further agrees to pay all service fees such as for temporary service, meter reading, returned checks, delinquent payment, collection of delinquent payment, disconnection, reconnection, and meter testing in accordance with such rules and regulations. Based upon representatives furnished to Cooperative by Customer, Customer's initial service will be at rates and upon the conditions set forth in Rate Schedule _____.

The Customer hereby gives written consent to the Cooperative to transfer to the Cooperative'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.

4. CONSTRUCTION AND WIRING. Customer will cause the premises described below to be constructed and wired in conformance with the National Electrical Code and all applicable governmental rules and regulations.

5. BY-LAWS, RULES, REGULATIONS AND RATE SCHEDULES. Customer will comply with and be bound by, as though fully set out in this application, the By-Laws of Cooperative and any Rules, Regulations, and Rate Schedules as may, from time to time, be adopted by Cooperative in accordance with such By-laws, or other appropriate governmental agency. Customer acknowledges that Cooperative has offered or made available, copies of all such items for Customer's inspection. Copies of such items will continue to be available for Customer's inspection during business hours at Cooperative's principal place of business.

6. CAPITAL CREDITS. Customer specifically agrees that amounts paid for electric energy in excess of the cost of service are paid to Cooperative as capital. Customer will be credited with capital so paid in accordance with the By-laws of Cooperative and applicable law.

7. DELIVERY OF SERVICE. Service under this agreement is to be delivered and received at a mutually agreed upon point of delivery located on Customer's premises in the _____ Quarter of Section _____, Township _____, Range _____ in _____ County, Kansas, Coop map location _____. Cooperative's meter shall constitute the point of delivery to Customer and Customer will own and maintain all poles, wires, equipment and other facilities beyond the point of delivery.

The service furnished to Customer shall be appropriate to Customer's electric energy needs, based upon representations furnished to Cooperative by Customer and upon which Cooperative is entitled to rely.

In the event service is not presently available at the location desired by Customer, Cooperative will build the appropriate service in accordance with its applicable Rules, Regulations and Rate Schedules provided that any required contract for a minimum period of service in form approved by Cooperative is executed by Customer. Any such contract is also part of this Electric Service Agreement.

The Cooperative will use reasonable diligence to supply continuous service, but does not guarantee the supply of electric services 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.

8. METER READING. If required by Cooperative's applicable Rules, Regulations, and Rate Schedules, Customer will read Customer's own meter and submit any required information to Cooperative along with payment.

9. PERSONAL LIABILITY. Customer, paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of Cooperative. It is expressly understood that Customer's private property cannot be attached for any such debts or liabilities.

10. ACCESS. Cooperative will have the right to access to Customer's premises for the purpose of installing, reading, inspecting, or repairing any meters and other equipment and for any purpose incidental to the electric service supplied by Cooperative to Customer or to others.

11. EASEMENTS. Customer agrees to execute such easements to Cooperative as may be deemed necessary by Cooperative in order to serve Customer and any other customer of Cooperative where it is reasonably necessary for Cooperative to cross Customer's land, such easements to be in the form customarily used by Cooperative from time to time, to be without cost if for service to Customer, and to be at a location or locations mutually agreed upon between Customer and Cooperative.

12. TERM. This Electric Service Agreement shall continue in force from the date of acceptance by Cooperative or the date from which service is made available to Customer whichever is earlier, and shall continue until terminated by at least seven (7) days written notice from Customer to Cooperative or by disconnection of Customer's service by Cooperative.

In the event of a new service the term shall not be less than one (1) year.

Cooperative may require a term of more than one (1) year in accordance with its applicable Rules, Regulations and Rate Schedules if Cooperative deems such extended term necessary in order to warrant Cooperative's additional investment to supply Customer's requirements for electric service and for necessary service facilities and equipment.

Termination of this Electric Service Agreement shall not discharge any duties or obligations otherwise due Cooperative by Customer.

13. SUCCESSION. This agreement may not be assigned by Customer except in connection with a transfer of membership authorized in the By-laws of Cooperative. However, this agreement shall be binding upon, and shall continue for the benefit of, the permitted successors, assigns, legal representative, heirs, and legatees of the respective parties.

14. WAIVER. No representative, agent or employee of Cooperative has authority to amend, modify, alter, or waive any other conditions of this contract except in writing and except as expressly and specifically directed by Cooperatives' Board of Trustees.

15. NOTICE. Any notice required by this agreement must be in writing and must be delivered personally or mailed by certified or registered mail, return receipt requested to be signed by addressee only, postage prepaid and properly addressed unless otherwise required by Cooperative's applicable Rules, Regulations, and Rate Schedules. Customer agrees that Cooperative may give actual notice in any reasonable manner to Customer's landlord of any proposed disconnection of service to Customer's premises if such premises are rented.

16. CREDIT INFORMATION AND SECURITY DEPOSIT OR GUARANTY. Customer warrants that the following information is correct and may be relied upon by Cooperative in furnishing service and extending credit under this agreement:

Premises owned; _____ Rented: _____ Landlord's Name: _____

Landlord's Address: _____

Place of Employment (both, if joint account): _____

Drivers License No. (both, if joint account): _____ Telephone No.: _____

Adult age (both, if joint account): _____ yes _____ no; explain if minor: _____

Soc. Sec. No. (both, if joint account) _____ Soc. Sec. No. _____

Customer has agreed to pay Cooperative a security deposit of \$ _____ which shall bear interest and be refunded, or has furnished a guaranty in lieu of a security deposit, and has paid \$ _____ to the Security Deposit and will pay the balance, all in accordance with Cooperative's applicable Rules, Regulations and Rate Schedules.

APPLICATION MADE this _____ day of _____, 20_____.

Application if made by spouse is authorized: _____ yes _____ no

Customer's Name: _____
(Please print or type)

Address: _____
_____ Individual; _____ Joint
_____ Partnership; _____ Corporation
_____ Other _____
(describe)

Signature (both, if joint account) _____ Signature _____

(And title, if any) _____
All terms of this Application have been reviewed with me by a Cooperative representative:

_____ (Customer's initials, both if joint account)

APPLICATION ACCEPTED this _____ day of _____, 20_____.

LYON-COFFEY ELECTRIC COOPERATIVE, INC.
By:
