

-APPLICATION FOR SERVICE AND MEMBERSHIP-

Account No. _____ **Date** _____

(To Be Completed by Cooperative)

Name _____ S.S. N. or D. L. No. _____
Last First Middle

Spouse _____ Phone: Home _____ Bus. _____

Address _____
(Street or Route and Box No.) (City) (State) (Zip Code)

Mailing Address (If Different) _____

Employer _____ City _____

Prior Occupant _____ If Renting _____
(Name of Landlord)

SERVICE REQUESTED:

[] Permanent Service [] Security Light [] Contractor Service. Contractor agrees to be responsible for payment of all charges at this location until the Cooperative is notified to discontinue or transfer service.

Building Permit No. _____ Mobile Home Permit No. _____
(On New Construction) (Required Prior to Connecting)

Location _____ Lot No. _____
(Community or Sub-Division) (If Applicable)

READ – MEMBERSHIP CONTRACT

The undersigned (hereinafter called the Applicant) hereby applies for membership in, and agrees to purchase electric energy from Broad River Electric Cooperative, Inc. (hereinafter called the Cooperative) upon the following terms and conditions.

1. **Application and Connection Fees.** The Applicant will pay to the Cooperative the sum of \$ _____ which represents a nonrefundable application fee. If this application is accepted by the Cooperative, the nonrefundable application fee will constitute the Applicant's membership fee.

2. **Deposits.** As a precondition to electric service being delivered to the Applicant's premises, the Applicant agrees to pay a deposit as may be required by the Cooperative. This deposit may be applied against an outstanding bill after service is discontinued. If after the termination of services there are no outstanding amounts owed to the Cooperative, the deposit will be refunded to the Applicant. The Applicant is required to deposit the sum of \$ _____.

3. **Wiring Specifications.** The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the National Electric Code or applicable local code.

4. **Compliance With By-laws.** The Applicant will comply with and be bound by the provisions of the charter and by-laws of the Cooperative, and such rules, regulations, and rate schedules as may from time to time be adopted by the Cooperative. The Applicant agrees that part of the amount paid for electricity each year is for a subscription to Living in South Carolina Magazine.

5. **Applicant Not Responsible for Cooperative Debt.** 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 the Applicant's property is exempt from execution for any such debts or liabilities.

6. **Subdivision Lighting.** When the Applicant resides in a subdivision where the Cooperative furnishes public street lighting, the Applicant agrees to pay his pro-rata share of said street lighting based upon the number of residences and the number of street lights in the subdivision, or pursuant to any pre-existing homeowner's association agreement or covenant.

7. **Operation Round Up.** Members of the Cooperative participate in a charitable program named Operation Round Up, which rounds up the remaining cents on a member's bill to an even dollar amount. These monies are distributed to charities in the Cooperative's service area. The average annual cost per member is less than \$6.00. Members who do not wish to participate in this charitable program may opt-out by contacting the Cooperative at (864) 487-5737.

8. **Easements.** If Applicant is owner of the property, the application shall be deemed to grant a 30 foot Right-of-Way Easement over said property as outlined in the Cooperative's standard Easement Form, which authorizes the Cooperative, among other things, to construct and erect electric lines and facilities, and to clear and maintain said Right-of-Way as to any trees, shrubs, or other obstacles. Additionally, if Applicant is owner of the property, the Applicant agrees to grant such easements as may be needed to serve other cooperative members. If Applicant is renting, it is agreed that they will cooperate with representatives of the Cooperative in securing the necessary easements. Authorized employees of the Cooperative shall have access to electric lines, meters and other facilities of the Cooperative as may be needed from time to time. That the Applicant agrees to keep any easement, whether the electric service is above ground or underground, clear of all obstructions, which may include a building, swimming pool, patio, driveway, deck or other improvement, and that the Applicant agrees to pay for removal of any obstruction or improvement which is in violation of the National Electric Code or applicable local

code, or if the obstruction or improvement prevents access to any electric line or facility of the Cooperative. In lieu of paying for the removal of the obstruction or improvement, the Cooperative may in its discretion allow the Applicant to pay for the relocation of the electric line or facility of the Cooperative

9. **Pole Attachment and Apportionment.** To reduce the number of poles used by the Cooperative and other utilities or entities, Applicant agrees to allow the Cooperative to attach its lines and facilities to existing poles of other utilities or entities, and to apportion the use of any line or facility. Applicant further agrees to allow other utilities or entities to attach their lines and facilities to poles owned by the Cooperative.

10. **Limitation of Liability.** Service to the Applicant when approved shall be at one of the nominal 60 Hz. Voltages of the Cooperative as stated in the rate schedule. The Cooperative shall exercise all proper care in the construction and maintenance of the electrical distribution system but shall not be liable for damages resulting from upset to the system caused by civil disorders, strikes, non-availability of materials, limited wholesale power supply, acts of God or other unusual circumstances.

11. **Collection of Past Due Amounts.** In the event of a default or failure to pay any outstanding indebtedness and after due notice of said default or failure to pay, Applicant agrees that if the Cooperative places the collection of said indebtedness in the hands of an attorney, or any portion thereof, or any legal services are performed in connection therewith a reasonable attorney's fee and all costs, including court costs incurred, will be added to the debt and will be collectable as a part thereof: furthermore, any past due debt shall bear interest at the legal rate until collected and paid in full. All past due debts are established by Cooperative policy.

12. **Meter Tampering.** Applicant acknowledges that he is aware that under the Code of Laws of South Carolina, it is a crime for any person to alter, tamper with or bypass a meter which has been installed for the purpose of measuring the use of electricity. Applicant further understands that he is responsible for all penalties imposed by Cooperative policy and/or will be subject to prosecution if the meter in his name is found in a condition which would cause electricity to be diverted from the recording apparatus of the meter or causes the meter to inaccurately measure, or that there is evidence that same has taken place in the past, notwithstanding that Applicant may not have caused the diversion or inaccurate measurement.

13. **Termination Policy.** Should the Applicant fail to pay for services rendered by the Cooperative, or fail to comply with any State or local law or regulation, or any Cooperative by-law provision, service will be terminated. The Cooperative will not terminate the electric service of any member during extreme hot or cold temperatures, as provided for by the Cooperative's procedures for termination of service.

14. **Termination Policy of Service to Members With Special Needs.** If the Applicant, or household member of the Applicant, has special medical needs, which have been certified by a licensed health care provider, special efforts will be made by the Cooperative to notify the Applicant of any termination of service, and to permit the Applicant in certain cases to enter into delayed payment plan for electric service. Termination of electric service to an Applicant, or household member of the Applicant, with special medical needs will only be on a day when the Cooperative's business office is open (and when the Cooperative's business office is open the next day), and such termination of electric service will only be between the hours of 8:00 a.m. and 3:00 p.m. For more information, ask about the Cooperative's policy and procedures for termination of electric service to members with special needs.

15. **Third Party Notification of Termination.** The Cooperative permits Applicant to name a third party who will receive an additional notice of any disconnection notice sent to the Applicant. Such additional notice to a third party does not obligate the third party to pay for the services rendered to the Applicant, nor will it necessarily defer or prevent a disconnection if payment is not received by the Cooperative. Applicant is not required to name a third party. If Applicant desires to name a third party to be notified of any disconnection, please provide name of third party:

Name _____ Phone: Home _____ Bus. _____
Address _____
(Street or Route and Box No.) (City) (State) (Zip Code)

ACCEPTANCE BY APPLICANT OF TERMS OF AGREEMENT

This acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, and the contract for electric service is made available by the Cooperative to the Applicant, and thereafter until canceled by at least 30 days written notice given by either party to the other. (Membership is subject to approval by the Board of Trustees).

The Above Applicant for Membership was accepted _____ Applicant _____
this _____ day of _____, 20____ Cooperative Rep. _____

ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me _____, and made oath that he saw the within named _____ sign, seal and as his act and deed for the uses and purposes therein set forth, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to me this _____ day of _____, 20____. My commission expires _____ day of _____, 20____. Notary Public for _____