

APPLICATION FOR BUSINESS MEMBERSHIP AND FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for membership in the
RALLS COUNTY ELECTRIC COOPERATIVE
(hereinafter called the "Corporation"), and the Applicant and the Corporation agree as follows:

- 1. The Applicant will pay to the Corporation the sum of \$_____ which, if this application is accepted by the Corporation, will constitute the Applicant's membership fee.
- 2. The Applicant will, when electric energy becomes available, purchase from the Corporation all central station electric energy used on the premises described below and will pay therefor monthly at rates which will be fixed by the Board of Directors of the Corporation.
- 3. The applicant will pay a service availability charge per month, in addition to kilowatt hours consumed.
- 4. The Applicant will cause their premises to be wired in accordance with wiring specifications approved by the Corporation.
- 5. The Applicant will comply with and be bound by the provisions of the articles of incorporation and the by-laws of the Corporation and such rules and regulations as may, from time to time, be adopted by the Corporation.
- 6. The Applicant, by paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Corporation, and it is expressly understood that under the law their private property is exempt from execution for any such debts or liabilities.
- 7. The Applicant hereby agrees to grant to the Corporation the right and easement to construct, operate, repair and maintain on the premises herein below described, and in or upon all streets, roads or highways abutting said premises, its electric distribution system, which may include but not be limited to poles, cross-arms, wire, guy wires, fiber optic cable, anchors and other appurtenances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric distribution system.
- 8. The Applicant agrees that all poles, wires and other facilities, including any main service entrance equipment, installed at the Corporation's expense shall remain the property of the Corporation, removable at the option of the Corporation upon termination of service to Applicant.
- 9. The acceptance of this application by the Corporation shall constitute an agreement between the applicant and the Corporation and thereafter until cancelled by written notice given by either party to the other at least thirty (30) days in advance. Applicant hereby agrees that an amount not less than \$2.00 nor more than \$4.00 of the amount paid for electricity each year is for a subscription to *RURAL MISSOURI*.
- 10. Applicant hereby affirms its status as either a (*circle one*) partnership / corporation and is duly and legally authorized to conduct business in the state of Missouri, including but not limited to entering into this agreement, and that all of the information in this application and any other required documentation filed in conjunction herewith is true and correct in all matters, and in the event that upon discovering any false or incorrect information is included herein, Applicant waives the right to service, and the Corporation can discontinue service to the Applicant without notice. Upon request, Applicant will submit proof of incorporation.
- 11. Applicant hereby understands, agrees and expressly consents to the use by Corporation or its agents, at its discretion, of any valid e-mail address(es), landline telephone number(s) and/or cellular phone number(s) disclosed to the Corporation for communicating with Applicant and delivering electronic notifications to Applicant through the use of an automated telephone dialing system, an artificial voice or pre-recorded voice messaging system, text messaging, and/or other communications systems. The Applicant confirms their understanding that the above consent is not being required as a condition of purchasing any property, goods or services from the Corporation.
- 12. If an account is turned over to our collection agency, a 35% collection fee on the unpaid balance will be added to the amount owed the Corporation.
- 13. Any future default by Applicant in the payment of electric bills, billed services and/or material purchases shall give the Corporation the right to disconnect and/or remove the service and cancel the membership. Further, Applicant shall complete and return to the Corporation a completed Personal Guarantee in such form and upon such terms as the Corporation shall establish from time to time wherein the Guarantor agrees to be personally responsible and liable for any and all costs associated with recovery of an outstanding balance or debt owed the Corporation, including but not limited to, collection agency fees, or court costs, and reasonable attorney's fees and expenses incurred by the Corporation in pursuit of a civil suit against Applicant in the appropriate federal or state court.
- 14. Applicant hereby consents to and authorizes the Corporation, in connection with this application, to utilize Applicant's Social Security Number(s) or Federal ID No. and other personal information so as to be able to perform an investigation of the Applicant's creditworthiness with credit reporting agencies retained by Corporation for such purpose.

BUSINESS APPLICATION

The Applicant certifies that the one box marked reflects the major use of electricity. If energy purchased results in a sales tax liability due to use other than stated, the Applicant assumes responsibility for remitting such tax due directly to the Director, Missouri Department of Revenue.

HOUSEHOLD ☐ HOUSE WELL ☐ GRAIN DRYING ☐ FARMING BARN ☐ FARM WELL ☐ CABIN ☐
DAIRY BARN ☐ RENTAL HOUSE ☐ OTHER, SPECIFY ☐ _____

Business Name _____
Mailing Address _____ Physical Address _____
P.O. Box _____ City, State & Zip _____
City, State & Zip _____
Business Phone # _____ Alternative Phone # _____

OFFICE USE ONLY

Account # _____ Location # _____
Application Accepted By _____ Date _____

CHECK ONE BOX, FILL IN, AND SIGN

☐ Partnership

(All partners must sign)

Name _____

Mailing Address _____

City, State _____

Phone # _____

SSN _____

Signature _____

Name _____

Mailing Address _____

City, State _____

Phone # _____

SSN _____

Signature _____

☐ Corporation (LLC) ☐ General Corporation

(Officer must sign)

Name _____

Mailing Address _____

City, State _____

Phone # _____

EIN _____

Date of Incorporation _____

President _____

Secretary _____

Signature _____

STATE OF _____)

) SS.

County of _____)

On this _____ day of _____, 20 ____.

before me personally appeared _____

(Member Name)

to me known to be the person _____described in and who executed the foregoing instrument,

(He/She/They)

And acknowledged that _____ executed the same as _____ free act and

(He/She/They)

(His/Her/Their)

Deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my

office in _____ the day and year first above written.

My term expires _____, 20 ____.

Notary Public

Please return this form to:

RALLS COUNTY ELECTRIC COOPERATIVE

P.O. BOX 157

NEW LONDON, MO 63459-0157