

 Shelby Energy Cooperative, Inc. Membership Application Electric Service

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Date Account Number Applicant’s Name

*The undersigned (hereinafter referred to as the “Applicant”) hereby applies for membership in, and agrees to purchase energy from Shelby Energy Cooperative, Inc. (hereinafter referred to as “Cooperative”). Applicant agrees to the following terms and conditions:*

1.The Applicant will purchase from the Cooperative electric energy used at address(es) designated and will make payment of all amounts due on or before due dates. The Applicant understands that failure to do so will be just cause for discontinuance of electric service. In the event the Applicant fails to comply with the terns of this agreement and legal action is taken by the Cooperative to enforce the terms of this contract, the Applicant agrees to pay all attorney’s fees and court costs incurred because of the Applicant’s breach. Applicant understands that the Cooperative’s monthly rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.

2.The Applicant will cause his or her premises to be wired in accordance with wiring specifications as required by the State of Kentucky and/or local codes.

3.The Applicant will comply with, and be bound by, all of the provisions of this agreement, the Articles of Incorporation and Bylaws of the Cooperative, and such rules, regulations, and policies as may, from time to time, be adopted by the Cooperative. The Board of Directors may expel from membership and/or discontinue electric service to any member who fails or refuses to comply with any of the provisions of this agreement and/or fails or refuses to comply with the Articles of Incorporation and Bylaws of the Cooperative or its rules, regulations, and policies.

4.By dealing with the Cooperative, the Applicant acknowledges that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each Applicant and both the Cooperative and Applicant are bound by such contract, as fully as though each Applicant had individually signed a separate instrument containing such terms and provisions.

5. You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. I/We have read this disclosure and agree that Shelby Energy Cooperative may contact me/us as described above.

6.In the event the Applicant fails to comply with any of the terms of the Bylaws or the Articles of Incorporation of the Cooperative, and legal action is taken be the Cooperative to enforce such terms, the Cooperative shall be entitled to collect in such proceedings its reasonable attorney’s fees and court costs.

7.Without being paid compensation therefore, the undersigned/applicant shall grant, transfer, convey, and give to the Cooperative a perpetual easement and right and privilege of free access, over, under, above, across, and through the land and premises of the undersigned/applicant to erect, construct, install, locate, and build and therefore use, operate, inspect, repair, maintain, service, replace, and move its electric distribution system and/or transmission system, new or existing lines of any type, wires, poles, anchors, or other appurtenant parts thereof, add or allow other entities not owned or affiliated with the Cooperative the right to do so. The undersigned/applicant specifically grants to the Cooperative the right to connect to and hook up to an existing service and/or service line and/or service facility of any type that might be located on the Applicant’s land for the purpose of providing and/or extending electrical service and/or transmission service of any type to another member of the Cooperative. Applicant grants to the Cooperative the right and privilege to inspect the Applicant’s land, either by vehicle on foot, or by air, as well as the right and privilege to cut down and/or treat with herbicides any and all trees and bushes which are of such height and located in such proximity to the Cooperative’s transmission and distribution lines that in falling may interfere with and/or create a hazard to the operation of said lines. All service lines supplying the Applicant with electric energy and all switches, meters, appurtenances, and equipment constructed or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution and/or transmission system of any type and all appurtenant parts thereof upon discontinuance of service for any reason. Provided, however, upon cancellations of the contract for electric service and/or transmission service set forth herein, the perpetual easement and right and privilege of access granted by the provisions of the paragraph shall remain in full force and effect.

8.Acceptance of the application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative for electric service and same shall continue from the date service is made available by the Cooperative to the Applicant until cancelled by either party. Should the application not be accepted, the Applicant shall be notified by the Cooperative.

 Applicant’s Signature Applicant’s SSN

 Mailing Address

 Applicant’s Phone Number