

MACON ELECTRIC COOPERATIVE

Application For Membership and Contract For Electric Service (75 KVA or UNDER)

The undersigned (hereinafter called the "Applicant") hereby applies for membership in, and agrees to purchase electric energy from Macon Electric Cooperative (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. Applicant will become a member of the cooperative if this application is accepted by the Cooperative.
2. Applicant, by 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 his/her private property cannot be attached for any cooperative debts or liabilities.
3. Applicant agrees to comply with and be bound by, as though fully set out herein, all provisions of the Cooperative's Articles of Incorporation, By-laws and service policies as they presently exist, or as they may from time to time be adopted rescinded, or amended by the Cooperative.
4. Applicant will, as soon as electric energy shall be available, purchase from the Cooperative all central station electric energy purchased for use on the premises specified in his application for membership and shall pay therefore monthly at rates which shall from time to time be fixed by the Board of Directors and in accordance with the By-laws of the Cooperative: provided, however, that the Board of Directors may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member or industrial user. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative. The applicant agrees to pay the applicable bill per month regardless of the number of kilowatt hours consumed.
5. The acceptance of this application by the Cooperative shall constitute a binding Agreement between the Applicant and the Cooperative, and the Agreement shall continue in force until terminated by either party with thirty (30) days advance notice.
6. Applicant agrees to pay as part of assessment for electric service, the amount of \$1.68 per year plus postage and applicable taxes but not to exceed \$4.00 for the annual subscription to Rural Missouri Magazine.
7. Applicant will furnish without cost, right-of-way required by the Cooperative to furnish electric service to Applicant. In addition, Applicant will furnish without cost, right-of-way over lands of Applicant in order that the Cooperative may construct, operate and maintain distribution lines to render electrical service to other Applicants or members of the Cooperative who cannot be conveniently and economically provided electric service in any other manner. Said right-of-way shall provide the Cooperative rights of ingress and egress for maintaining and operating the Cooperative's facilities, and all other duties necessary to operate and maintain the Cooperative's system.
8. Applicant agrees to pay service connections fees or deposits which are required by policy for a particular type of service.
9. Electric service is to be delivered and received at a point already existing on Applicant's premises. The Cooperative's metal shall constitute the point of delivery, and the Cooperative shall own, maintain or replace when necessary, and be responsible for, all poles, wires and appurtenances furnished to and including the delivery point. Applicant shall own, maintain or replace when necessary, and be responsible for, all poles, wires and appurtenances beyond the delivery point. Applicant further agrees to protect all Cooperative property, including electric meters, located on the premises of Applicant, and to be responsible to and hold the Cooperative harmless from any unauthorized meter tamperings or diversions of electricity occurring on the premises of Applicant served by the Cooperative.
10. Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through the act of God or the public enemy, or by accident, strikes, labor trouble, or by actions of the elements, of inability to secure the right-of-way or other permits needed, or for any other case beyond reasonable control of the Cooperative, the Cooperative shall not be liable therefore.
11. Pursuant to the Cooperative By-law Article VII, Section 4 all monies that are unclaimed within two (2) years after payment are to be made as an irrevocable assignment and gift to the Cooperative. The unclaimed net amount will be treated as general income of the Cooperative sixty (60) days after being published, so please notify the cooperative of any changes to your address. In the event the Cooperative cannot contact you and you would like any unclaimed monies that you may have handled under the Missouri Uniform Disposition of Unclaimed Property Act, as opposed to our By-laws, please contact the Cooperative office for further instruction.

