

Membership Agreement

The undersigned (hereafter referred to as the "Applicant") hereby applies for membership in Pella Cooperative Electric Association (hereafter referred to as the "Cooperative"), and the Applicant and the Cooperative agree as follows:

1. The signed Application for Membership and Electric Service shall constitute a contract between the parties upon acceptance by the Cooperative and shall remain in force until terminated under the policies of the Cooperative.
2. Applicant will purchase from the Cooperative 100% of electrical energy for use on the premises designated as the "service address" at rates set by the Cooperative. Applicant will pay a minimum monthly bill for the selected class of service in addition to payment of any electric usage consumed.
3. The Applicant shall comply with the with the provisions of the Articles of Incorporation, Bylaws, policies, rates and regulations of the Cooperative as adopted from time to time. Copies are available upon request.
4. The Applicant shall grant or cause to be granted to the Cooperative, without charge, right of way over, along, across and under the premises and any adjacent road right of way to allow the construction, operation, maintenance, and repair of the Cooperative's lines and all appliances and equipment connected or used in connection therewith. The Cooperative and its representatives may enter at reasonable times to construct, operate, maintain, and repair or perform any other duties necessary to maintain the Cooperative Facility.
5. The Applicant is to install and maintain a secondary electric service that complies with the National Electric Code and the National Electrical Safety Code and/or any other code or inspection that may be applicable.
6. The Cooperative will use all reasonable efforts and diligence to provide reliable and consistent electrical service to its Applicant as required by law. This document does not imply or constitute any warranty or guarantee for the continuity of electric service nor does it imply or guarantee any warranty or indemnification against financial loss or damages caused to persons and/or personal or real property that may result with the lack of electric service to the Applicant.
7. The Applicant hereby grants the Cooperative the right of ingress and egress on real property owned or controlled by Applicant, during reasonable times, for the purpose of installing, inspecting, repairing, replacing, maintaining, reading and reordering of all equipment necessary to provide electric service to the Applicant.
8. The Applicant agrees to provide and maintain a clear route, free from obstruction, for the purpose of constructing and maintaining electric service. The Applicant has the responsibility to cut, trim or clear any trees, limbs, branches, or shrubbery that may interfere with the electrical service. Applicant further grants the Cooperative permission to do the same without incurring any obligation to so act, if in the Cooperative's sole assessment such action becomes necessary. It is agreed that the Cooperative is hereby released and held harmless by Applicant from any damage, injury or loss associated with line clearance on Applicant property, which the Cooperative undertakes in good faith, to ensure continuity service for Applicant and other member-users of the Cooperative.
9. The Applicant, if a landowner, agrees to allow the Cooperative to cut, trim, clear, spray or remove any foliage or debris that, in the opinion of the Cooperative, is necessary to insure the safe and reliable delivery of electric energy to the Applicant and other member-users of the Cooperative. The Applicant also agrees to hold the Cooperative harmless for any damages, either real or perceived, associated with this process. The Cooperative shall take all reasonable precautions so as not to damage the member-user's property as part of this process. This authorization shall also pertain to all Cooperative-owned facilities, which may be located on, in or along the Applicant's property.
10. The Applicant agrees to pay all applicable current and future aid to construction, fees, security and other deposits, rates, late fees, delinquency charges, finance charges, interest and other amounts charged by the Cooperative for service provided to a service location.
11. The Applicant agrees to pay the Cooperative for all costs and expenses, including attorney fees and legal expenses, caused by or associated with Applicants failure to pay any amount charged or assessed by the Cooperative, comply with the governing documents; or provide us truthful, accurate and complete information.
12. When the Cooperative retires and pays capital credits or similar amounts to the Applicant, we deliver these amounts to the Applicants last known address. If undeliverable, a \$15.00 annual service charge is applied against the balance of the capital credit amount. If the Applicant fails to claim these amounts within a three year period, by initialing this provision, the Applicant voluntarily and irrevocably transfers these unclaimed amounts to the Cooperative. **Applicant's initials:** _____
13. The Applicant agrees that the ownership, installation, operation, maintenance, repair, use, and removal of any generator or similar property connected to any transformer, line, or other property owned, controlled, operated, or furnished by the Cooperative, will comply with the governing documents and all requirements specified by the Cooperative and codes specified in item number five.
14. The type of membership you select is important. Applicant should choose the form of membership that best applies. Be aware that the form of membership you select may impact capital credit distribution options. For example, the joint tenancy form of membership provides that upon death of one joint tenant, the survivor becomes the sole member and retains all accrued capital credits of the deceased. Note. The spouse of any Applicant shall automatically be deemed a joint member unless such Applicant directs otherwise in writing.

APPLICANT: _____
Signature Business Title (if this is a commercial account) Date

CO-APPLICANT: _____
Signature Business Title (if this is a commercial account) Date

Pella Cooperative Electric Association, Pella, Iowa affirms that no person on the basis of race, color, national origin, sex, religion, age or disability shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subject to discrimination under any of this organization's programs or activities.