

KARNES ELECTRIC COOPERATIVE, INC.

APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

The undersigned (hereinafter called the "Applicant") hereby applies for membership and electric service from Karnes Electric Cooperative, Inc. (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. The Applicant agrees to pay to the Cooperative the sum of \$5.00, receipt of which is hereby acknowledged, and which if this application is accepted by the Cooperative will constitute the Applicant's Membership Fee. If necessary, the Applicant may be required to pay a deposit in accordance with the Cooperative's Tariff for Electric Service.
2. The Applicant agrees that in the event service is discontinued, any indebtedness to the Cooperative may be deducted from the Membership Fee and any paid deposit plus accrued interest. Applicant agrees that this Membership Fee is not transferable.
3. The Applicant, by paying a Membership Fee and becoming a Member, assumes no personal responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that the Applicant's private property cannot be attached for any debts or liabilities of the Cooperative.
4. The Applicant will, when electricity becomes available, purchase from the Cooperative all electric energy delivered by the Cooperative and agrees to pay for said electricity thereafter monthly at the rate to be determined in accordance with the rate schedules, rules and regulations of the Cooperative.
5. The Applicant agrees to comply with and be bound by the provisions of the Certificate of Incorporation and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and the Cooperative's Tariff for Electric Service. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN KARNES CITY, TEXAS AND PLEASANTON, TEXAS. Any tariff provision, including rates and charges for electric service, may be changed by the Cooperative's Board of Directors or by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative.
6. If necessary, the Applicant may be required to make a contribution in Aid of Construction in accordance with the Cooperative's Line Extension Policy.
7. Applicant warrants that Applicant's installation, including all conductors, switches, equipment, wiring and protective devices of any kind, is constructed and will be operated and maintained in a safe manner and in accordance with any and all applicable laws, ordinances, the National Electrical Code, and the National Electrical Safety Code.
8. The Applicant shall assume all liability for and shall indemnify the Cooperative and shall hold Cooperative harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from Acts of God or from the Applicant's negligence or other wrongful conduct in connection with the design, construction, installation, operation or maintenance of the Facilities or Interconnection Facilities.
9. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Applicant's service location.
10. Applicant agrees to grant or to secure for Cooperative, at Applicant's expense, any rights-of-way on property owned or controlled by Applicant, and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Applicant. Cooperative's representatives, employees and assigns are hereby granted rights of ingress and egress to Applicant's premises at all reasonable times for the purpose of inspection of facilities and/or performing maintenance, system improvements and/or modification to the existing right of way or facilities on the premises, and at any time to restore service or during an emergency.
11. If Member limits access to Member's premises, the Cooperative is hereby granted authority to place a separate Cooperative lock on Member's gate or to take any other measure to provide reasonable access for Cooperative personnel.
12. Upon failure to make payment or perform any obligation under this agreement or the Cooperative's Tariff, the Cooperative shall have the right to discontinue service, as well as such remedies as may be provided by law.
13. The Cooperative agrees to make a good faith attempt to deliver to the Applicant the retired capital credits that have been approved by the Cooperative's Board of Directors. Should the Cooperative be unable to deliver these capital credits, the Applicant agrees to hereby assign and transfer said capital credits to the Cooperative.
14. The Applicant agrees to promptly notify the Cooperative of any changes in electrical load or membership status.
15. This agreement constitutes the entire agreement between the Applicant and Cooperative and supersedes any and all prior agreements between the Applicant and Cooperative for the service herein described. Applicant agrees that the Cooperative, its agents and employees, have made no representations, promises or any inducements, written or verbal which are not contained herein.
16. The acceptance of the Application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, and this Application for Membership and Electric Service Agreement shall continue in force from the date service is made available by the Cooperative to the Applicant, and thereafter until notice of cancellation is given by either party.

(TYPE OR PRINT) Individual Membership Joint Membership Business Membership

APPLICANT NAME: _____

MAILING ADDRESS: _____

SOCIAL SECURITY# _____
 OR TAX ID# _____
 DRIVERS LIC.# _____ STATE _____
 PHONE # _____
 METER WILL SERVE _____

IF JOINT MEMBERSHIP:
 SPOUSE NAME: _____
 SOCIAL SECURITY# _____
 DRIVERS LIC.# _____ STATE _____
 PHONE # _____

PHYSICAL OR 911 ADDRESS OF LOCATION: _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

KEC MAP# _____	RATE _____	ACCOUNT# _____
MEMBERSHIP FEE _____	GUARANTY DEPOSIT _____	OTHER _____
AID IN CONSTRUCTION _____	STATE TAX _____	COUNTY TAX _____
DATE PAID: _____	PAID BY: _____	\$ _____
		ACCEPTED BY: _____