

HAMILTON COUNTY ELECTRIC COOPERATIVE ASSOCIATION

Application for Membership and Agreement for Electric Service

The undersigned, (hereinafter "Applicant" / "Member") hereby applies for membership in, and agrees to purchase electric service from Hamilton County Electric Cooperative Association (hereinafter "Cooperative"), upon the following terms and conditions:

1. **Membership Fee.** The Applicant shall pay to the Cooperative the sum of ten dollars (\$10.00) which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Only one membership and membership fee is required per applicant, regardless of the number of services required. The Cooperative may assign one or more meters to a member, one meter for each point of delivery at Member's service location(s), but the Member may only have one Membership, as defined in the Bylaws of the Cooperative.
2. **Service.** Cooperative agrees to use reasonable diligence to provide electric utility service to point(s) of delivery at Applicant's/Member's service location(s). The electric service applied for herein is to be provided and taken in accordance with the provisions of the Electric Service Agreement, which is required of membership, and Cooperative's Electric Tariffs ("Tariff," whether one or more). SAID TARIFF IS INCORPORATED BY REFERENCE HEREIN FOR ALL PURPOSES AS 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 OFFICE IN HAMILTON, TEXAS. Any Tariff provision (including rates) may be changed by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative.
3. **Payment.** Except as may be otherwise permitted pursuant to the Cooperative's Distributed Generation policies, Electric Tariffs, rules and regulations, or electric energy generated by backup generation on the premises, the Applicant/Member shall purchase from the Cooperative all electric energy used upon the premises at Applicant's/Member's point of service and shall pay therefore upon terms and conditions which shall be determined from time to time by the Board of Directors of the Cooperative, in accordance with Cooperative's Bylaws and Electric Tariffs. The Applicant/Member agrees that if the account is not paid when due, and the Cooperative should retain an attorney or collection agency for collection, the Applicant agrees to pay all costs of collection including reasonable interest, reasonable attorney's fees (even if suit is filed) and reasonable collection agency fees.
4. **Access.** For each service location requested, the Applicant/Member shall grant the Cooperative an easement, utilizing the Cooperative's easement form, granting the Cooperative all rights that the Cooperative, in its sole discretion, deems necessary for the Cooperative to construct, operate, and maintain facilities to provide service to the Applicant/Member and the public. No electric service shall begin at any service location requested by the Applicant/Member until such easement form for that service location has been received by the Cooperative and the Cooperative has reviewed it and deemed it legally valid. The legal validity of the easement form shall be at the sole discretion of the Cooperative. The easement shall be non-exclusive and irrevocable.
5. **Compliance.** The Applicant/Member shall comply with and be bound by the Cooperative's Articles of Incorporation and Bylaws, its approved Tariff, and such rules and regulations as may from time to time be adopted by the Cooperative or any government or regulatory authority having jurisdiction thereof.
6. **Liability.** The 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 the Applicant's/Member's private property is exempt from execution for any such debts or liabilities.
7. **Term.** The acceptance of this Application, and the furnishing of the service by the Cooperative to the Applicant, shall constitute an acceptance of the above offer to purchase electric service, and this agreement between the Applicant/Member and the Cooperative shall continue in full force and effect until such time as the Cooperative no longer provides service to the Applicant/Member.

8. Member's Installation. Member warrants that his or her installation (including all conductors, switches, equipment wiring and protective devices of any kind) is/will be constructed and will be maintained in accordance with the National Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances.
9. Breach. This agreement shall be construed in accordance with and under the laws of Texas. Upon failure to make payment or perform any obligation under this Agreement, the Cooperative shall have the right to discontinue service as well as exercise any and all other remedies that may be available at law or in equity. The Cooperative's LIABILITY is LIMITED as set forth in the Tariff.
10. Contribution-in-Aid-of-Construction. The Applicant/Member may be required to make a non-refundable Contribution-in-Aid-of-Construction for line extensions or facility upgrades needed to comply with this service request.
11. Electric Tariffs. The Cooperative's Electric Tariffs and Bylaws are available at the Cooperative office in Hamilton, Texas and on its website www.hamiltonelectric.coop. A copy of HCEC Electric Tariffs can be obtained upon request.
12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements between Member and Cooperative for the service herein described. Member agrees the Cooperative, its agents and employees, have made no representations, promises, or any inducements, written or verbal, which are not contained herein.
13. All Service Locations. The terms and conditions of this Agreement apply to all current and future locations of the Member as identified in the Cooperative's customer information system (CIS) database.

APPLICANT

Print or Type Name

Signature

Date