



Pemiscot-Dunklin Electric Cooperative

Hwy. 84 West • Hayti, MO 63857 • (573) 757-6641 • pemdunk.com

MONTHLY SERVICE TERMS AND CONDITIONS RESIDENTIAL OR BUSINESS MEMBERS

Applicant applies for electric service and agrees to purchase electric energy from PEMISCOT-DUNKLIN ELECTRIC COOPERATIVE (hereinafter called the "Cooperative") and unequivocally agree to the following terms and conditions:

Applicant will purchase from Cooperative all the electric energy required at the location described above when electric service becomes available to the location. Applicant will pay for electric usage monthly at rates to be determined by Cooperative. Cooperative may limit the amount of energy furnished to Applicant. In addition to paying for monthly electric usage, Applicant will pay a monthly minimum availability charge.

The applicant will cause the location to be properly wired as required by the National Electric Safety Code ("the Code"). The Cooperative may refuse to connect and may disconnect service to any service not meeting the Code.

Applicant will comply with and be bound by the Cooperative's Articles of Incorporation, Bylaws, and all policies, rules and regulations the Cooperative may periodically adopt.

Applicant will pay the Cooperative a connect fee and if required, a security deposit, which will not earn interest and will be refunded according to Cooperative policies.

Upon becoming a Cooperative member, the Applicant will assume no responsibility for any liabilities of the Cooperative. The parties acknowledge that by law Applicant's private property is exempt from execution for any such liabilities.

Cooperative's acceptance of this Application shall constitute an agreement between the Applicant and the Cooperative. Applicant, as a condition of membership in the Cooperative, shall execute all necessary right-of-way easements required by Cooperative, and shall grant Cooperative access to the location for inspecting, operating, maintaining, removing, or replacing Cooperative property, for meter-reading, maintaining right-of-way and all other purposes incidental to supplying service. Applicant shall allow Cooperative such access at any time for emergency repairs, removal, replacement, or operation of Cooperative facilities.

Applicant agrees to pay a 10% late fee that will be added to the bill on all balances not paid by the due date. Unpaid bills become delinquent after the due date and the account may be subject to disconnect, a collection fee, and an additional deposit. Failure to receive bills and notices does not extend payment dates. Applicant also agrees that, should service be terminated because of Applicant's failure to pay Applicant's monthly bill, the Cooperative will not be held liable for any damages incurred because of such termination.

Applicant certifies that the above stated type of service is the predominant use of electricity. If energy purchased results in a sales tax liability because of Applicant's use other than stated, Applicant assumes liability for remitting such tax directly to the Director of Missouri Department of Revenue.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE SURRENDERED SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

This Agreement may be executed by facsimile or other means of electronic communication, and such shall be fully binding and effective for all purposes. Facsimile and electronically communicated signatures shall be treated the same as original signatures.