



# Commercial Application for Membership and Electric Service

Business Name \_\_\_\_\_ Application Date \_\_\_\_\_  
Doing Business As \_\_\_\_\_  
Parent Company Name (if applicable) \_\_\_\_\_  
Service Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Type of Organization - Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_  
Business Federal Identification Number \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Account Number \_\_\_\_\_  
E-mail \_\_\_\_\_

*The undersigned (hereinafter referred to as "Applicant") hereby applies for membership in, and agrees to purchase energy from Farmers Rural Electric Cooperative Corporation, (hereinafter referred to as "Cooperative"). Applicant agrees to the following terms and conditions:*

1. The Applicant will pay the Cooperative the sum of \$25.00 which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Upon termination of membership in any manner, the membership fee shall be refunded to the member, provided, however, the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the Cooperative.
2. The Applicant will purchase from the Cooperative electric energy used at address(es) designated, and will make payment of all amounts due on or before due dates. The Applicant understands that failure to do so will be just cause for discontinuance of electric service. In the event the Applicant fails to comply with the terms of this agreement and legal action is taken by the Cooperative to enforce the terms of this contract, the Applicant agrees to pay all attorney's fees and court costs incurred as a result of the Applicant's breach. The Applicant also agrees to pay all fees charged by collection agencies in the collection of any unpaid amounts incurred by said Applicant. Applicant understands that the Cooperative's rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his/her premises to be wired in accordance with wiring specifications as required by the State of Kentucky and/or local codes and be approved by a certified electrical inspector.
4. The Applicant will comply with and be bound with all of the provisions of this agreement, the Articles of Incorporation, and Bylaws of the Cooperative, and such rules, regulations and policies as may, from time-to-time, be adopted by the Cooperative. The Board of Directors may expel from membership

- and/or discontinue electric service to any member who fails or refuses to comply with the Articles of Incorporation, Bylaws of the Cooperative, or its rules, regulations, and policies. The Applicant acknowledges that by dealing with the Cooperative, the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each Applicant, and both the Cooperative and the Applicant are bound by such contract, as fully as though each Applicant had individually signed a separate instrument containing such terms and provisions. Should the Applicant fail to comply with any of the terms of the Bylaws or the Articles of Incorporation of the Cooperative and legal action is taken by the Cooperative to enforce such terms, the Cooperative shall be entitled to collect in such proceedings its reasonable attorney's fees and court costs.
5. The Applicant understands that their request for electric service requires connection to the Cooperative's distribution system. Consequently, the Applicant grants to the Cooperative the perpetual easement and right and privilege of free access over, under, above, across, and through the land and premises of the undersigned/Applicant to erect, construct, install, locate, move, and maintain its system, new or existing lines of any type that might be located on the Applicant's property. The Applicant grants the Cooperative the right and privilege of maintaining proper right-of-way clearance which includes cutting and herbicide use to remove trees and bushes that are of such height and proximity to the electric lines that in falling may interfere with and/or create a hazard to the operation of the electric facilities and to remove all structures, fire hazards, and other objects of any nature.
  6. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative for electric service and same shall continue from the date service is made available by the Cooperative to the Applicant until cancelled by either party. Should the application not be accepted, the Applicant shall be notified by the Cooperative.

Printed Name & Title

Signature

Date

\*By signing this agreement, the signer attests that they are an authorized agent for this commercial applicant and legally represent this company in applying for membership and service with the Cooperative.