

UNITED ELECTRIC COOPERATIVE MEMBERSHIP TERMS AND CONDITIONS

The undersigned (hereinafter called "Applicant"), applies for membership in and agrees to purchase electric energy from UNITED ELECTRIC COOPERATIVE, INC. (hereinafter called "Cooperative").

1. The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy purchased for use on the premises indicated below. Production or use of electric energy on such premises, regardless of the source thereof, by means of facilities which shall be interconnected with Cooperative facilities shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative.

2. Applicant must pay a minimum service availability charge per day based on the applicable rate schedule established by the cooperative. Service availability charge is in addition to kilowatt hour charge and tax, if applicable.

3. The Applicant will cause their premises to be wired and maintained in accordance with the NFPA National Electric Code and subject to approval by the Cooperative or other enforcing agencies.

4. The Applicant agrees to be bound by and comply with the Cooperative's articles of incorporation, bylaws, policies, consumer classification rates, charges and service rules and regulations, both as the same now exist or may here to after being adopted, amended, or supplemented.

5. The Applicant, BY APPLYING FOR MEMBERSHIP and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that under the law the applicant's private property is exempt from execution from any such debts or liabilities.

6. Release of Liability for Underground Construction or Excavation

As the property owner or lessee, I am declaring that the proposed route for construction of underground electric lines is free of facilities owned by the property owner or lessee. It is further agreed that locating any facilities owned by the property owner shall be the responsibility of the property owner or lessee.

This signed document releases United Electric Cooperative from responsibility for damages to unknown or unforeseen facilities owned by the property owner or lessee. All underground facilities owned by the property owner or lessee that exist in or near the proposed construction route should be identified in writing and attached to this document.

7. I as a condition of membership in the Cooperative, will grant easements without charge on and through my property to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon and in or upon all streets, roads, or highways abutting said lands, either above ground or underground or a combination of both, an electrical distribution system and a fiber optic or other communication system, including but not limited to, communication lines and electric distribution lines of one or more circuits, poles, wires, towers, guy brace poles, guy wires, cables, fiber optic lines, lines or systems and other appurtenances for internal, commercial or other purposes and for the transmission and distribution of electric energy and communication data or information of any type whatsoever, for any purpose whatsoever, to and across the easement hereby granted.

The deduction from my equity in the assets of the Cooperative, of the annual subscription price of the Rural Missouri and the Cooperative Newsletter in an amount as approved by the Board of Directors, is hereby authorized.

From time to time, United Electric Cooperative, Inc. may refund monies to you in the way of retirement of capital credits, refunds of deposits, overpayments or other similar types of payments. These payments will be sent to the most current address the Cooperative has in its records for you. Please be sure that you keep the Cooperative updated with your current information.

Any such checks which are not returned or lost and not presented for payment to the Cooperative's Bank will be handled according to **Article VII, Section 4, "Unclaimed Money", of the Cooperative's Bylaws.**

If you do not wish to have any payments or unclaimed funds owed to you handled pursuant to the bylaw and would prefer to have them handled under the Missouri Uniform Disposition of Unclaimed Property Act, Sections 407.500 to 407.594 RSMo. 1994, as administered by the Missouri Unclaimed Property Division. Please notify the Cooperative office for the appropriate form. The bylaw procedure or state statute will only apply to payments due you from the Cooperative that you do not cash.

WITH A SATISFACTORY CREDIT RATING, A DEPOSIT IS NOT REQUIRED. HOWEVER, UPON RECEIPT OF 5 DELINQUENTS OR 2 CONSECUTIVE DELINQUENTS IN 12 MONTHS, A DEPOSIT MAY BE REQUIRED. IF A DEPOSIT IS REQUIRED, IT MUST BE PAID UP FRONT.

At the request of a member, deposit may be refunded or applied to billing after a 12-month period without a late payment and/or any penalties incurred. If a late payment or any other penalties are incurred the 12 month wait period will start over.

If a member chooses to receive a refund or apply to billing, the Cooperative can require a new deposit if the account becomes delinquent and/or if penalties are incurred.

I HEREBY AUTHORIZE THE COOPERATIVE TO VERIFY MY CREDIT RATING THROUGH A CREDIT REPORTING AGENCY