

Instructions for the MEMBERSHIP & ELECTRICAL SERVICE CONNECTION AGREEMENT

This entire form must be completed.

- Please initial page 1
- Complete page two. Incomplete forms will not be accepted.
- Signatures are required on page 2.
- Return **BOTH PAGES**.

For new services only, this document should be accompanied by a 5 Year Agreement for Service.

For existing services, no other documentation is necessary.

On the second page of the application, Applicant should complete all blanks.

Corporations or other entities should include corporate name, name and position of the signing officer, and affix corporate seal. Governmental applicants should attach true and correct copies of authorizing resolutions.

Applicants should read all information in the CME Bylaws pertaining to capital credits, and make special note of all sections in this application relating to capital credits.

The bottom portion of the second page will be completed by personnel of Charles Mix Electric.

Return to:

Mail: Charles Mix Electric Assn., Inc.
PO Box 10
Lake Andes, SD 57356

FAX: 605 487-7868

Email: florey@cme.coop

dvorak@cme.coop

MEMBERSHIP AND ELECTRICAL SERVICE CONNECTION AGREEMENT

The undersigned (hereinafter called "Applicant") hereby applies for membership in Charles Mix Electric Association, Inc. of Lake Andes, South Dakota, (hereinafter referred to as "the Cooperative") and agrees to purchase all electric energy and services from the Cooperative upon the following terms and conditions:

1. Applicant shall be bound by and comply with the provisions of the Cooperative's articles of incorporation, bylaws, and all amendments thereto; and the applicant shall accept and abide by such rules, regulations, policies, and rates as may now exist or as may from time to time be adopted by the Board of Directors of the Cooperative.
2. Applicant represents that Applicant is aware of the rates, minimum charges, and costs, which shall be imposed upon Applicant by the Cooperative for making available, furnishing, and providing electrical services to Applicant. Further, Applicant acknowledges that such rates, minimum charges, and costs may vary from time to time and Applicant expressly agrees to pay in accordance therewith when same shall become due.
3. Applicant will, when energy or services become available, purchase from the Cooperative all electric energy used by or services provided to the premises requiring same. Such premises shall be described below or in an "ADDITIONAL SERVICE CONNECTION AGREEMENT" executed by Applicant. This Application and any subsequent "ADDITIONAL SERVICE CONNECTION AGREEMENT" shall be considered applications for service under the bylaws of the Cooperative.
4. Applicant understands and agrees that all amounts paid by Applicant in excess of operating costs and expenses of the Cooperative properly chargeable against the furnishing of such electric energy or services are furnished by Applicant as capital; provided, however, that the Cooperative may limit the amount of electric energy to be furnished for industrial or large commercial uses. Applicant hereby grants to the Cooperative a **security interest** in Applicant's capital credit account to the extent of any debt or other amount owed to the Cooperative by Applicant.
5. Minimum charges, whether billed monthly, annually, or on any other basis, shall not necessarily entitle Applicant to any energy but rather are attributable to fixed costs allocated on a cost basis to Applicant's class or classes of consumers. Such charges shall not be credited or otherwise applied to energy costs, but rather shall constitute Applicant's pro rata share of the cost of making service available to Applicant as a member of a class of consumers, whether the service is used or not.
6. The Cooperative reserves the right to discontinue services to any class of consumers which demonstrates a persistent unwillingness or inability to bear its share, as a class, of the costs of service provided thereto. The Cooperative shall not discriminate between members of the same class unless such discrimination is based upon different and distinct conditions and circumstances deemed substantial and essential to fair apportionment of costs by the Board of Directors. Policies which are evenly applied, such as those against consumers who fail to timely or fully pay the amounts owed the Cooperative, shall not constitute discrimination as such term is used herein.
7. Applicant assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law Applicant's private property is exempt from execution for any such debts or liabilities. However, pursuant to Cooperative bylaws, the Cooperative is authorized to take or withhold capital credits as an offset against or security for any debt owed the Cooperative by the member under such procedures as the Board of Directors may approve.
8. The acceptance of this application by the Cooperative shall constitute an agreement between Applicant and the Cooperative for electric services which shall continue in force for one year from the date service is first made available by the Cooperative to Applicant, and thereafter until cancelled by at least 30 days written notice given by either party to the other.
9. Applicant agrees that where any provision of any contract with the Cooperative conflicts with any provision of the Cooperative's articles of incorporation, bylaws, or amendments thereto or which conflicts with the rules, regulations, rates or policies duly adopted by the Board of Directors, such provision of said articles, bylaws, amendments, rules, regulations, rates, or policies shall control.
10. This application shall be construed consistent with the Public Utility Regulatory Policies Act of 1978 and any rule or regulation promulgated by the Federal Energy Regulatory Commission.
11. IF APPLICANT IS A GOVERNMENTAL ENTITY OR AGENCY THEREOF, APPLICANT HEREBY REPRESENTS THAT IT HAS BEEN DULY AUTHORIZED TO, AND BY THIS PROVISION, DOES **IRREVOCABLY WAIVE ANY AND ALL DEFENSES TO ANY ACTION AGAINST IT FOR BREACH OF THIS AGREEMENT, OR ANY PROVISION HEREOF, WHICH DEFENSE OR DEFENSES, DIRECTLY OR INDIRECTLY, SOUND IN TRIBAL, GOVERNMENTAL, OR SOVEREIGN IMMUNITY, NOW EXISTING OR WHICH MAY HEREAFTER EXIST BY VIRTUE OF LAW. THIS WAIVER IS A MATERIAL, ESSENTIAL, AND SUBSTANTIAL CONDITION OF THIS AGREEMENT.**
12. There shall be established an official publication of the Cooperative, namely "Charles Mix Electric Cooperative Connections". The Cooperative shall provide such publication to the member for the purpose of advising the members concerning the general activities and business of the Cooperative and disseminating such other information as management may deem advisable. A portion

Initial: _____

(50¢ monthly or \$6.00 annually) of the member's minimum charge shall be used to cover the cost of providing this publication to the members of the Cooperative. No member shall pay for more than one publication per month.

Dated this _____ day of _____, 20 _____.

Applicant (must be legible)

Co-Applicant (Must be legible)

Applicant Date of Birth

Co-Applicant Date of Birth

Applicant SS. No./EIN/DL No.

Co-Applicant SS. No./EIN/DL No.

Phone Number/Cell Number

Phone Number/Cell Number

Mailing Address

Physical Address (911 Address)

City State Zip

City State Zip

Email Address

*Husband and wife should both sign when application is made for a joint membership.

**Corporate applicants should sign corporate name, indicate name and position of officers signing, and affix corporate seal.

***Governmental applicants should attach true and correct copies of authorizing resolutions.

LEGAL DESCRIPTION

Land Legal Description:

_____ Section: _____ Township: _____ Range: _____

Information Used for Federal Surveys. Information is Strictly Optional.

Ethnic Background

_____ White _____ American Indian or Alaska Native _____ African American _____ Asian
_____ Hispanic or Latino _____ Native Hawaiian or Other _____ Other (Please Specify)

The above application for membership and for electric services is accepted this _____ day of _____, 20 _____.

Account Number _____.

CHARLES MIX ELECTRIC ASSOCIATION, INC.

(Corporate Seal)

By _____
President