

AGREEMENT FOR ELECTRIC SERVICE AND MEMBERSHIP WITH

Pioneer Electric Cooperative, Inc.
PO Box 368
Ulysses, KS 67880

The undersigned (hereinafter "Member") hereby makes application to the Pioneer Electric Cooperative, Inc., (hereinafter "Cooperative") for membership and electric service upon this terms and conditions:

- 1. MEMBERSHIP** - The member will be assigned a membership number at no cost. This number will be used to allocate and/or retire capital credits for the member for any electric service(s) the member may receive from the Cooperative.
 - 2. PAYMENT** - The Member will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises and will pay therefore monthly at rates and terms which are approved by the Cooperative Board of Trustees.
 - 3. WIRING** - The Member will cause his premise(s) to be wired in conformance with the National Electrical Safety Code and all applicable City and County specifications.
 - 4. ADDITIONAL PROVISIONS** - The Member of the Cooperative will comply with and be bound by, as though fully set out herein, the provisions of the Certificate of Incorporation and Bylaws of the Cooperative, and any Rules and Regulations and Rate Schedules as may, from time to time, be adopted by the Cooperative and approved by the Cooperative Board of Trustees.
 - 5. DELIVERY OF SERVICE** - The Cooperative's meter shall constitute the point of delivery to the Member and the Member will own and maintain all poles, wires, equipment and other facilities beyond the point of delivery.
 - 6. PERSONAL LIABILITY** - By becoming a member, the Member assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property cannot be attached for any such debts or liabilities.
 - 7. SECURITY DEPOSIT** - The Cooperative may require the Member to provide credit information prior to rendering electric service. The Cooperative may also require at any time, upon proper notice, a cash security deposit in accordance with the Cooperative's Board-approved Rules and Regulations. The Member may provide the Cooperative with a letter of credit or surety bond in lieu of a cash security deposit, to the satisfaction of the Cooperative and in accordance with Cooperative's Rules and Regulations. The security shall be maintained by the Member for the term of electric service provided under this agreement and the Cooperative shall be entitled to draw upon the security for application by the Cooperative to satisfy the obligation of the Member to pay for electric energy used. The security contemplated by this Section 7 constitutes security for, but is not a limitation of, Member's obligations hereunder, and shall not be the Cooperative's exclusive remedy for Member's failure to perform in accordance with this agreement.
 - 8. ACCESS** - The Cooperative will have the right of access to the Member's premises for the purpose of installing, reading, inspecting, or repairing any meters, devices and other equipment or for any purpose incidental to the electric service supplied by the Cooperative.
 - 9. TERM** - The acceptance of this application by the Cooperative shall constitute a binding agreement between the Member and the Cooperative and the contract for electric service shall continue in force from the date service is made available hereunder to the Member or for a period of _____ year(s), and thereafter until canceled by the Member to the Cooperative, or by disconnection of the Member's service by the Cooperative.
 - 10. DEFAULT AND COLLECTION COSTS** - Overdue balances will result in disconnection of electric service. Upon disconnection of service and nonpayment of any balance as billed, Pioneer Electric Cooperative, Inc. may take legal action, including the initiation of a suit for collection, against Customer, and that such action may include a claim for collection expenses, including prejudgmental interest, reasonable attorney fees and all costs.
 - 11. OUTSTANDING BALANCE** - Any outstanding balance left on this agreement at the time of disconnection, up to five (5) years old, must be paid in full before service will be granted at any location in our service territory.
- * **SUCCESSION** - This Agreement may be assigned by the Member only with the consent of the Cooperative but shall be binding upon and come into effect to the benefit of the successors, legal representatives, heirs, devisees and assigns of the respective parties hereto.
- * **WAIVER** - No representative, agent, or employee of the Cooperative shall have the power to amend, modify, alter, or waive any of the provisions or terms of this contract or any of the general terms and conditions relating not herein contained. Any promises, agreements, or representations made by any representative, agent, or employee of the Cooperative not herein set forth shall be void and of no effect.
- * **COMPLIANCE** - Failure on the part of the Member to accept service from the Cooperative, to comply with the Certificate of Incorporation, Bylaws, Rules and Regulations, or to carry out the terms and conditions of this contract shall not relieve the Member from the payments and conditions set forth in this contract.

Initials _____ Initials _____

This agreement for Electric Service and Membership accepted this _____ day of _____ 20 ____.

Pioneer Electric Cooperative, Inc.

By _____ Title _____



Membership number _____

CREDIT INFORMATION REQUEST

Pursuant to the Cooperative's Rules and Regulations, you are required to furnish the credit information requested below, before service is made available or at any time thereafter upon five (5) days written notice.

PLEASE PRINT

Individual Membership

If Joint Membership

First Middle Last Name

First Middle Last Name

Mailing Address

Mailing Address

City, State, Zip Code

City, State, Zip Code

Date of Birth

Date of Birth

Place of Employment

Place of Employment

Social Security Number

Social Security Number

Telephone

Telephone

By signing this form and disclosing your telephone number, you are agreeing that we can call you on given number using an automatic telephone dialer and can leave a prerecorded message on that number. If number changes, it is responsibility of member to notify company.

By signing this form and disclosing your telephone number, you are agreeing that we can call you on given number using an automatic telephone dialer and can leave a prerecorded message on that number. If number changes, it is responsibility of member to notify company.

Red Flag Rule Participation

You have the option to: Answer security questions 1 or 2.

Security Question 1. In what town were you born?

Security Question 2. What was the make & model of your first vehicle?

Provide us with a PIN number _____

Sign the waiver agreement:

Waiver: Please note, if you select the waiver option, you are agreeing to the following: I hereby acknowledge that by waiving my personal identification number and/or security questions as means of securing information about my account, I will not hold Pioneer Electric Cooperative, Inc. liable for any consequential damage for inadvertently releasing such information to a third party.

Waiver Applicant-Member signature

ACKNOWLEDGEMENT

Corporate Capacity

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, as _____ of _____, to me known and verified to be the person who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

My commission expires: _____