



**THE BROWN-ATCHISON ELECTRIC
CO-OPERATIVE ASSOCIATION, INC.**

P.O. BOX 230 HORTON, KS 66439-0230
PHONE DAY 785-486-2117 NIGHT 785-486-3341 FAX 785-486-3910

AGREEMENT FOR ELECTRIC SERVICE AND MEMBERSHIP

Contract, made this ____ day of _____, 20 ____, between Brown Atchison Electric Cooperative Association, Inc., a non-profit Kansas Cooperative Corporation, (hereinafter called the "Cooperative") and _____, (hereinafter called the "Customer").

WITNESSETH: Cooperative agrees to sell and deliver to the Customer, and the customer agrees to purchase and receive from the Cooperative, all of the electric power and energy which the Customer may need at a point of delivery up to ____kVa, located in Sect. _____, Twp. _____, Range _____, Sec. No. _____, upon the following terms:

1. **Service Characteristics.** Electric service shall be alternating current, ____ phase, 60 cycles, _____ volts. The Cooperative meter shall constitute the point of delivery to the Customer and the Customer will own and maintain all poles, wires equipment, and other facilities beyond the point of delivery. Energy sold under the terms of this contract shall not be resold and usage shall be restricted to the Customer's premises.

2. **Rate for Service:** a. The rate charged for service shall be as set forth in the current rate schedule applicable to the service being supplied. The Customer shall pay to the Cooperative \$_____ per month and not less than \$_____per year for service or for having service available. These minimums, or the applicable rate schedule minimums, whichever are greater, shall apply during the term of this agreement. Rate schedules shall be subject to change by the Cooperative when a rate adjustment is deemed necessary by it's Board of Trustees.

b. The Customer shall pay the Cooperative for electric service at the provided in the applicable rate schedule and in accordance with the terms and conditions contained in the Cooperative's rules and regulations.

c. The Customer hereby gives written consent to the Cooperative to transfer to the Customer's current service account, regardless of class, any unpaid balance owed for service received or costs incurred at this or any separate metering point, residence or location, regardless of the class of service received or when such service was received whether prior, concurrent or successive.

3. **Right of Access:** Duly authorized representatives of the Cooperative shall be permitted to enter the Customer's premises at all reasonable times in order to carry out the provisions of this contract and for the purpose of installing, reading, inspecting or repairing any meters, devices, electric lines and facilities, and other equipment or for any purpose incidental to the electric service supplied by the Cooperative.

4. **Continuity of Service.** The Cooperative will use reasonable diligence to supply continuous electric service, but does not guarantee the supply of electric service against irregularities or interruptions. In no event shall the Cooperative be liable for damages from irregularities or interruptions of service caused by, but not limited to, an act of God, governmental authority, action of the elements, public enemy, accident, labor disturbances, strikes or their equivalent, sabotage, vandalism, required maintenance work, legal process, inability to secure rights-of-way or other permits needed, or for other cause or causes beyond the control of the Cooperative.

5. **Term:** This agreement shall become effective on the date service is first made available hereunder by the Cooperative to the Customer, and shall remain in effect for ____ years following the start of the initial billing period and thereafter, or until cancelled by at least seven (7) days written notice from the Customer to the Cooperative or by disconnection of the Customer's service by the Cooperative.

6. **Construction Charge:** If the cost of facilities required to make service available to the Customer exceeds the Cooperative's established investment limits, a construction charge will be assessed. The construction charge under this agreement, payable in advance of construction is \$ _____.

7. **Succession:** This agreement shall be binding upon an inure to the benefit of the successors, legal representatives and assigns of the respective parties.

8. **Deposit:** The Customer may be required to make a deposit with the Cooperative in accordance with the Cooperative's rules and regulations governing such deposits and refunds, if any. The Customer's deposit will be eligible for refund following 12 months of prompt payment, which is defined as no late payments or checks returned by the bank.

9. **Waiver.** No representative, agent or employee of the Cooperative shall have the power to amend or waive any of the provisions or terms of this contract or any of the general terms and conditions found in the bylaws or rules and regulations of the Cooperative incorporated herein. Any promise, agreement or representation made by any representative, agent or employee of the Cooperative not herein set forth shall be void and of no effect.

10. **Membership in Cooperative:** Through execution of this contract and the acceptance by the Board of Trustees of the Cooperative, the undersigned will pay to the Cooperative a membership fee of \$25.00 and will become a member of the Cooperative. As a member of the Cooperative, Customer shall be bound by the Articles of Incorporation and Bylaws of the Cooperative and rules and regulations of the Cooperative as they may be altered or amended from time to time. Customer acknowledges that they have had the opportunity to review these Bylaws and rules and regulations (or have received a copy of these rules and regulations) and understand that the Bylaws and rules and regulations will remain on file at the Cooperative and are subject to review by the Customer during normal business hours.

Customer Name

Social Security / Drivers License

Place of Employment

Date of Birth _____

Customer Name (If joint account)

Social Security / Drivers License

Place of Employment

Date of Birth _____

Address

Rent _____ or Own _____

Landlord _____

(_____) _____
Telephone

E-mail Address

Please list Names of all residents not listed above:

Application accepted on _____ 20 _____

By: _____

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