

WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.

Application for Membership and Electric Service

The undersigned (hereinafter called APPLICANT) hereby applies for membership in WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC., (hereafter called COOPERATIVE), a corporation, its successors and assigns and APPLICANT and COOPERATIVE agree as follows:

1. APPLICANT applies for membership and with his application remits the sum of \$5.00 for membership along with payment of any applicable connect fees, security deposits, service charges, contribution in aid of construction and any other required charges unless waived in accordance with COOPERATIVE’s policies.
2. APPLICANT agrees to grant to COOPERATIVE the right and easement to construct, operate, repair and maintain on any lands owned by APPLICANT and in or upon all streets, roads or highways abutting said lands, COOPERATIVE’s electric distribution and service lines and appurtenances crossing the aforementioned lands. APPLICANT agrees that any poles and appurtenances thereto and/or any underground facilities deemed necessary by COOPERATIVE may be placed on the premises so as to render services to APPLICANT, and that ownership of such facilities shall be vested in COOPERATIVE. APPLICANT further grants to COOPERATIVE the right to cut or trim trees or apply chemicals as necessary to keep them clear of all parts of the electric distribution and service lines at a minimum distance of 15 feet from the center line and all other conditions as specified in COOPERATIVE’s Distribution Right-Of-Way Easement.
3. APPLICANT agrees COOPERATIVE shall have the right to ingress and egress on APPLICANT’s premised in order to perform maintenance up to the location of APPLICANT’s meter installation in order to read the meter as long as any of COOPERATIVE’s property remains on said premises.
4. APPLICANT agrees to cause his premises to be wired in accordance with wiring specifications and codes required by local authorities or COOPERATIVE, whichever is more stringent. APPLICANT agrees that prior to connection of service within the jurisdiction of an inspection authority, such as a city or county government, such authority must inspect and approve the facility to assure compliance with the above mentioned specifications and codes. APPLICANT agrees to maintain compliance with the above mentioned specifications and codes. APPLICANT agrees to protect and account for any equipment furnished by COOPERATIVE on his or her premises for the duration of this agreement.
5. APPLICANT agrees to purchase from the COOPERATIVE all electric energy available to APPLICANT. APPLICANT agrees to pay monthly to COOPERATIVE for all electric energy used by APPLICANT in accordance with the rate schedule, policies, rules, and regulations established by COOPERATIVE.
6. APPLICANT agrees to pay all collection expenses including a reasonable Attorney’s fee in addition to the amount due COOPERATIVE in the event that is shall become necessary to resort to debt collection procedures for the purpose of collecting any sum of money due COOPERATIVE. APPLICANT agrees that COOPERATIVE has the right to refuse electric service to APPLICANT if (1) APPLICANT owes COOPERATIVE for unpaid bills; or (2) a person who owes COOPERATIVE for unpaid bills resides at APPLICANT’s premises for which electric service is being applied for; or (3) a person who owes COOPERATIVE for unpaid bill receives a direct or indirect benefit at APPLICANT’ premised for which electric service is applied for; until the said bill has been paid in full. WFEC may report information about APPLICANT’s credit to credit reporting bureaus including information that reflects regular payments made when due. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report. APPLICANT agrees COOPERATIVE has the right to discontinue electric service to APPLICANT at any time COOPERATIVE determines that (1) APPLICANT owes COOPERATIVE for previously unpaid bills; or (2) a person who owes COOPERATIVE for unpaid bills resides at APPLICANT’s premises for which electric service is being applied for; or (3) a person who owes COOPERATIVE for unpaid bills until the said bill has been paid in full. APPLICANT agrees COOPERATIVE has the right to discontinue electric service to APPLICANT at any time COOPERATIVE determines (1) the meter at APPLICANT’s premises has been tampered with; or (2) continued service by COOPERATIVE to APPLICANT’s facilities is unsafe; or (3) the APPLICANT has failed to maintain compliance with specifications and codes as outlined in Paragraph 4.
7. APPLICANT agrees to keep COOPERATIVE informed as to his or her correct address of record to which all bills, correspondence, capital credits, and all correspondence will be sent.
8. APPLICANT agrees that \$2.50 of the amount accruing to APPLICANT each year is for an annual subscription to “The Current Light Flashes.”
9. APPLICANT acknowledges that COOPERATIVE cannot guarantee continuous, uninterrupted service, and APPLICANT agrees that COOPERATIVE is NOT responsible for any damage to APPLICANT’s premises, damages to anything at said premises (such as perishable items), or any special or consequential damages which may occur from service interruption caused by, but not limited to, COOPERATIVE repairing lines, COOPERATIVE undergoing emergency operations, COOPERATIVE experiencing unavoidable power shortages, interruptions in COOPERATIVE’s source of supply or acts of nature (for example, lightning, flood, hurricane, tornado, wind, fire, extreme heat or cold, etc.).
10. APPLICANT agrees to furnish own protection for any special equipment such as computers (hardware and software), motors, generators, machines, appliances or any other devices or apparatus. APPLICANT agrees that COOPERATIVE is NOT responsible for any damage to APPLICANT’s special equipment, protected or otherwise, due to interruption of service, interruption of one or more phases of service or any of the conditions outlined in Paragraph 9.
11. APPLICANT agrees that COOPERATIVE in Not responsible for damages to APPLICANT’s premises, damage to anything at said premises or any special or consequential damages due to disconnection of service for, but not limited to, any of the following reasons: APPLICANT does not pay bill, APPLICANT denies access to COOPERATIVE’s meter(s), access to APPLICANT’s meter is obstructed or hazardous, APPLICANT violates the rules and regulations of COOPERATIVE, APPLICANT’s meter has been tampered with or electric energy at APPLICANT’s premises has been diverted.
12. APPLICANT agrees that COOPERATIVE is NOT responsible for damages to APPLICANT’s premises, damages to anything in said premises or any special or consequential damages due to lighting.
13. APPLICANT agrees to comply and be bound by the provisions of this agreement, the Articles of Incorporation, the Bylaws, the Service Rules and Regulations, and policies now and as may be adopted from time to time by COOPERATIVE. The acceptance of this application by COOPERATIVE shall constitute an agreement between APPLICANT and COOPERATIVE, is successors and assigns, and the contract for electric service shall continue in force from the date service is made available by COOPERATIVE to APPLICANT and thereafter until canceled by either party.
14. If APPLICANT receives three (3) phase service, APPLICANT agrees that COOPERATIVE may meter and monitor the service at COOPERATIVE’s discretion.
15. If APPLICANT is a partnership or corporation, APPLICANT agrees to provide COOPERATIVE a list of APPLICANT’s officers on APPLICANT’s letterhead and a copy of APPLICANT’s state partnership or corporate papers. If APPLICANT is a new business, APPLICANT must furnish a copy of APPLICANT’s sales agreement, closing papers, and franchise agreement or lease.

I represent the APPLICANT, _____, which hereby applies for service and agrees to abide by the above and all other rules and policies of COOPERATIVE.

Type of Service (Check One) _____ Individual, _____ Joint, _____ Partnership, _____ Corporation

IT IS APPLICANT’S RESPONSIBILITY TO READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.

Signed (APPLICANT OR APPLICANT’S Representative)

Account Number

Prepared By

Representative’s Title

Date

Signed (Joint APPLICANT)

Date