

APPLICATION FOR ELECTRIC SERVICE/COOPERATIVE MEMBERSHIP AGREEMENT

Consumer Information:

(Please list name(s) as you wish them to appear on your account.)

Type of Membership Requested:

Name(s) *(Please Print)*: _____

Joint Membership *(Spouses, etc.)*

Mailing Address: _____

Individual

Corporation

Partnership

Other _____

Ethnic Group *(This information is not used by RGEC, it is a Federal Requirement)*: _____

Physical Address/Location: _____

Landmarks: _____

Telephone # (residence): _____ SSN/TPIN: _____

Employer: _____ Driver's License #: _____ State: _____

Employer's Telephone #: _____

(SSN and DL numbers of both partners are required for Joint Membership applications and for credit reporting purposes through Online Utility Exchange.)

Spouse's Employer: _____ Social Security #: _____

Spouse's Employer's Telephone #: _____ Driver's License #: _____ State: _____

Cell Phones/Other: _____

Rate Class Requested:

Residential

Gen. Svc. 3 Phase

Large Power up to 2999 KW

Seasonal

Irrigation _____ hp

Large Power over 3000 KW

Temporary *(less than 12 months)*

Oil Well Pumping

Lighting *(175, 250, 400)*

Gen. Svc. 1 Phase

Large Power up to 999 KW

Other: _____

Payment Options:

Traditional *(Postal Mail Service)*

E-Bill *(Sign up through SmartHub at www.riogrande.coop; must have internet access)*

SmartHub Mobile App for your iOS or Android device

(Bank Draft/Credit Card payments can be setup through SmartHub, Mobile App or by calling 888-259-9084 and following prompts)

Initials
of
applicant(s)

MEMBERSHIP AGREEMENT

The undersigned (hereinafter called the "Consumer") hereby applies for membership in, and agrees to purchase energy from RIO GRANDE ELECTRIC COOPERATIVE, INC., (hereinafter called "RGEC") upon the following terms and conditions:

- SERVICE.** RGEC agrees to provide electric service (including but not limited to the supply of electric power) to Consumer at the point of delivery above specified, being the point where the electric energy first leaves the line or equipment owned by RGEC and enters the line or equipment owned by Consumer. The point of delivery shall be the point at which RGEC's legal responsibility ends and the Consumer's legal responsibility commences. Consumer understands that the electric energy provided may have reasonable variation in frequency and voltage. Consumer agrees to take and use electric energy exclusively for the operations of Consumer's equipment as specified above; however, if no equipment is specified, then Consumer agrees to take and use electricity exclusively for the type of service indicated above. The Consumer will, when electric energy becomes available, purchase from RGEC all central station electric power and energy used on the premises described in this Agreement for so long as the premises are owned or directly occupied or used by Consumer. RGEC may limit the amount of electrical energy to be furnished for industrial uses.
- PAYMENT.** Consumer agrees to pay for electric service in accordance with RGEC's standard Tariff schedules in effect for like conditions of service to the class of service furnished hereunder and agrees to abide by the rate classifications or classes of service established from time to time under RGEC's Tariffs. If the class of service furnished under this Agreement is amended or revised by RGEC, or by order or consent of any relevant Regulatory Authority, such changed Tariff and/or redefined class of service shall be applicable to service and energy provided under this Agreement from and after the effective date of the change. Periodically, RGEC will render to Consumer a statement of services rendered. Consumer agrees to pay the total amount shown on the statement, including any applicable use, sales, or excise taxes on or before the due date set out on the statement. The Consumer is responsible for paying their bill by the due date each month, and if the payment is not received by RGEC on time, the Consumer will be charged a late fee of 5% of the amount due. (Late Fee does not apply to New Mexico accounts.) Payment shall be made to RGEC at any of its area offices which are located in Brackettville, El Paso, Alpine, Dell City, Carrizo Springs and Fort Stockton, Texas. When Consumer has more than one (1) service connection from RGEC, any payment by him for services from RGEC may be deemed to be allocated and credited on a pro rata basis to his outstanding account for all such service connections of the same class, or included in the same bill, whether or not RGEC's actual accounting procedures reflect such allocations and prorations.
- ADDITIONAL TERMS.** The electrical service contracted for in this Agreement is to be provided and taken in accordance with the provisions of this Agreement for electric service, all applicable laws and Regulations, the provisions of any supplemental Agreement for a particular class of service required by RGEC, and RGEC's service Regulations and Tariffs on file with the Public Utility Commission of Texas including any and all amendments that may be approved or ordered in the future by the relevant Regulatory Authority. **THE SERVICE REGULATIONS AND TARIFFS ARE INCORPORATED BY REFERENCE IN AND ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF SET OUT IN THIS AGREEMENT AND ARE ON FILE AND AVAILABLE AT RGEC'S AREA OFFICES.**
- RESALE.** Consumer understands and agrees that the electric service provided under this Agreement is not to be resold, except with RGEC's written consent.
- MEMBERSHIP.** The Consumer will be charged a \$5.00 membership fee (refundable upon discontinuation of service), a trip fee (required to connect service), and an Application Fee, along with a deposit for each meter. A credit check through Online Utility Exchange, if credit has not been established with RGEC, may be required in lieu of a deposit. The deposit, plus interest, will be refunded, provided account has no more than (2) delinquent notices for 12 consecutive months of the Residential Service or 24 months for Commercial Service. Consumer, upon receipt of electric service following execution of this Agreement and payment of the required membership fee, becomes a member of RGEC and he agrees to be bound by and to comply with the provisions and RGEC's Articles of Incorporation, and Bylaws, both as they now exist or may from time to time be adopted, repealed, amended or supplemented by RGEC. **THE ARTICLES OF INCORPORATION AND BYLAWS ARE INCORPORATED BY REFERENCE IN AND ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF SET OUT IN THIS AGREEMENT AND ARE ON FILE AND AVAILABLE AT RGEC'S AREA OFFICES.**
- EASEMENTS, RIGHTS OF ACCESS.** Consumer shall, at Consumer's expense, upon being requested to do so by RGEC, execute and deliver to RGEC, in form and content acceptable to RGEC, one or more grants of easement or rights-of-way over, on and under such lands owned or leased to or by or mortgaged to or otherwise controlled by Consumer, and in accordance with such reasonable terms and conditions including as to the location of such easement, as are necessary for the furnishing of electric service to Consumer. Consumer agrees that RGEC's employees are hereby granted rights of ingress and egress to facilities providing service and otherwise in order to carry out the provisions of this Agreement. RGEC must have access to facilities at all times and if RGEC facilities are within a fence, RGEC shall place its lock on gate. Consumer likewise agrees that non-employee representatives and assigns of RGEC are hereby granted such rights of ingress and egress, subject to the consent of Consumer, which consent shall not be unreasonably withheld.
- CONTINUITY OF SERVICE.** RGEC shall use reasonable diligence to provide constant and uninterrupted electric power; however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of RGEC, RGEC shall not be liable under the provisions of this Agreement.
- TERM.** The acceptance of this instrument by RGEC shall constitute an Agreement between Consumer and RGEC. The contract for electric service shall continue in force (i) for 12 months from the date service is made available by RGEC to the Consumer, or (ii) in the event of a contract for temporary service, for a specified shorter period. After the initial 12-month period of non-temporary contract this Agreement may be terminated by either party giving thirty-days written notice, Consumer's termination being subject to Consumer's compliance with such uniform terms and conditions as RGEC's Board of Directors may prescribe. The initial monthly billing period shall start when Consumer begins using electric power and energy, but shall not start later than 30 days after service described in this Agreement is made available to the Consumer.
- BREACH/DISCONTINUANCE OF SERVICE.** Notwithstanding any other provisions of this Agreement, RGEC may discontinue service if Consumer has breached any portion of this Agreement by failure to make timely payment or otherwise, provided RGEC has given Consumer notice in accordance with the applicable Rules of the Regulatory Authority regarding discontinuance of service.

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| Initials of applicant(s) |
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10. NOTICE. All notice required to be given under the terms and provisions of the Agreement may be given by mailing the notice to the other party by United States mail addressed to: (i) the mailing address indicated above, as such address may be changed from time to time by either party by means of written notice given to the other party or (ii) by notice given by RGEC to Consumer at the mailing address given to RGEC through U.S. Postal Service in the event notice to a Consumer's mailing address provided for pursuant to this Application is not deliverable. The notice shall bear the date of its mailing, and shall be effective on and after that date or such other date as is specified in the notice.

11. EFFECTIVE DATE/NOTIFICATION. Notwithstanding anything contained in this Agreement, this Agreement shall not become effective and is not binding until executed by RGEC and Consumer. No modification or alteration of this Agreement, except as specifically provided for in this Agreement shall be binding on either party unless reduced to writing and signed by the parties.

12. WAIVER. No waiver, expressed or implied, of any breach of any one or more of the covenants or Agreements set out in this Agreement shall be deemed to be a waiver of any subsequent breach.

13. CONSUMER'S EQUIPMENT. The Consumer shall have the status of bailee of RGEC's equipment and facilities located on Consumer's premises. "Status of bailee" means the consumer is the "custodian" of the equipment, and as such, is responsible for seeing that no harm comes to it while on the consumer's property. Commencing with equipment at the uppermost portion of the meter pole, Consumer will be responsible for obtaining, installing and maintaining in good condition all switches, protective equipment adequate to protect operations and facilities of RGEC and of Consumer from adverse physical effects of power furnished to Consumer, and wiring, including three-phase protective equipment. Such equipment must meet standards equal to or higher than those of the National Electric Safety Code or American National Standards Institute. Consumer agrees to indemnify and hold harmless RGEC from and against any and all costs, claims, death or injury to any person, injury or destruction to any property or damages of any kind arising in whole or in part from Consumer's facilities, switches, protective equipment or wiring.

14. ENTIRE AGREEMENT/LAW GOVERNING. Except to the extent of any supplemental Agreement duly executed between Consumer and RGEC for the described service, RGEC, its agents and employees have made no representations, promises, nor made any inducements, written or verbal, which are not contained in this Agreement. Consumer agrees that it is not relying on any statements not contained in this Agreement. This Agreement shall be construed and governed in accordance with the laws of the State of Texas.

15. ASSIGNMENT. This Agreement shall not be assigned by Consumer, except in accordance with the Articles of Incorporation, Bylaws, and Rules and Regulations of RGEC. This Agreement shall inure to the benefit of RGEC's assigns.

16. LIMITATIONS OF LIABILITY AND INDEMNITY OF RGEC FOR INJURIES AND DAMAGE. RGEC shall not be liable for injuries and/or damage caused by or resulting from failure to furnish electric energy and services of any kind and amount contracted for, to the extent such liability is limited by the provisions of RGEC's Service Regulations contained in its Tariff. Member agrees to indemnify RGEC from and against claims arising from RGEC's furnishing of electric energy to Member to the extent provided for by the provisions of RGEC's Service Regulations contained in its Tariff. Under no circumstances will RGEC be liable for consequential damages.

17. METER TAMPERING. In the event RGEC reasonably determines that its meters or equipment have been tampered with or bypassed, Consumer agrees to pay RGEC's statement or statements reflecting the highest estimated usage of electricity by Consumer for the longest period of time such tampering or bypassing may have continued consistent with relevant Rules of the Regulatory Authority. RGEC's statement or statements estimating usage of electricity shall be presumed accurate.

18. MINIMUM. Notwithstanding any other provision of any applicable rate schedule and irrespective of Consumer's requirements, Consumer shall pay a minimum Availability Charge, pursuant to Consumer's applicable classification under RGEC's rate Tariffs, but not less than the minimum specified below for service, or for having service available under this Agreement during its term:

The Availability Charge (sometimes referred to as Consumer Charge), as contained in the applicable rate schedule per month, per meter, plus energy costs for a minimum period of twelve (12) consecutive months will be applicable. If Consumer's service is disconnected prior to the end of the twelve (12) month period, Consumer shall be liable for the amount of the Availability Charge for the remainder of the twelve (12) month period. If construction is required to serve Consumer, the twelve (12) month contract is mandatory and Consumer's billing will commence thirty (30) days following completion of RGEC's construction, regardless of whether Consumer's meter loop has been installed. If construction is not required, and Consumer requests a shorter contract of service (Temporary Service), the Availability Charge, as contained in the applicable rate schedule per month, per meter, plus energy costs for the number of months' service is taken will be applicable.

Signature of Applicant: _____

Date: _____

Print Name: _____

Signature of Joint Applicant (if any): _____

Date: _____

Print Name: _____

For RGEC Office Use Only:

Name of Membership: _____

Work Order #: _____

Map #: _____

Service Order#: _____

SL #: _____

Rate Class Requested:

- | | | |
|---|---|--|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Gen. Svc. 3 Phase | <input type="checkbox"/> Large Power up to 2999 KW |
| <input type="checkbox"/> Seasonal | <input type="checkbox"/> Irrigation _____ hp | <input type="checkbox"/> Large Power over 3000 KW |
| <input type="checkbox"/> Temporary (<i>less than 12 months</i>) | <input type="checkbox"/> Oil Well Pumping | <input type="checkbox"/> Lighting (<i>175, 250, 400</i>) |
| <input type="checkbox"/> Gen. Svc. 1 Phase | <input type="checkbox"/> Large Power up to 999 KW | <input type="checkbox"/> Other: _____ |

Frequency: 60 Cycle/Sec.

Delivery Voltage: _____

Phase: Single
 Three

Primary 480 Volts
 120/240 Other (Specify) _____

Maximum Electrical Load: Amps? _____

Other: _____

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Fees:

Membership Fee \$ 5.00

Trip Fee \$ 40.00

Deposit \$ _____ *(Based on Credit Check through Online Utility Exchange.
[Tariff, 302.1, B&C]) If waived, note why and attach to packet.*

TOTAL FEES DUE \$ _____ **Method** Cash Check Credit Card

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The above Application for Electric Service/Cooperative Membership is hereby accepted this _____

day of _____ , _____ .
(month) (year)

By: _____

Title: _____