

Upon compliance with the requirements set forth below, an Applicant shall automatically become a Member on the date of connection for electric service. The undersigned (Applicant/Member) hereby makes application for membership, and agrees to purchase electric service from **RUSK COUNTY ELECTRIC COOPERATIVE, INC.** (the "Cooperative") upon compliance with the Cooperative By-Laws (a copy is acknowledged as received) as well as RCEC's Tariff (which is available upon request) for electric service, including but not limited to, the following terms and conditions:

1. **Service.** The Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Member's service location. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and the Cooperative's Tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE OFFICES IN HENDERSON, CARTHAGE, AND LAKEPORT, TEXAS. Any tariff provision (including rates) may be changed by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative. A security deposit may be required in addition to the standard \$5.00 Membership fee and a \$20.00 connect fee.
2. **Payment.** Member agrees to purchase and pay for electric service in accordance with Cooperative's Tariff. Monthly, the Cooperative will submit a statement to Member for electric service rendered. Member agrees to pay the total amount **shown** on such statement within sixteen (16) days from its invoice date. If payment is not received by the 16th day; a 5% delinquent fee may be assessed. Payment shall be made to Rusk County Electric Cooperative.
3. **Breach.** Upon failure to make payment or perform any obligation under this Agreement, the Cooperative shall have the right to discontinue service as well as to use other remedies that may be provided by law. The COOPERATIVE'S LIABILITY IS LIMITED as provided in its Tariff.
4. **Member-Owner's Installation.** Member warrants that installation (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electrical Safety Code of **the** American Standards Association as well as applicable laws or ordinances.
5. **Entire Agreement.** This Agreement, including the By-Laws, Tariff, and any addendum regarding payment for line extension costs, constitutes the entire agreement between the parties and supersedes all prior agreements between Member-Owner and the Cooperative for the Service herein described. Member-Owner agrees that the Cooperative, its agents, and employees have made no representations, promises or any inducements, written or verbal, which are not contained herein.

Applicant/Member-Owner

Date

Cooperative Representative

Co-Applicant/Member-Owner

Date

Date