

APPLICATION FOR MEMBERSHIP AND CONTRACT FOR ELECTRIC SERVICE

The undersigned ("Applicant", "You" or "your") hereby applies for membership and electric service, and agrees to purchase electric energy ("Service") from **ROUGH RIDER ELECTRIC COOPERATIVE, INC.**, ("Cooperative") upon the following terms and conditions:

REPRESENTATIONS

Applicant signing this Application represents that:

1. If one individual is listed as Applicant, then You are the listed individual.
2. If more than one individual is listed as Applicant, then: (a) You are one listed individual; (b) You are authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the other listed individual; and (c) the listed individuals are applying to become joint members of Cooperative.
3. If an entity is listed as Applicant, then You are authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the listed entity.
4. **Ownership, Control, or Occupancy of Property.** You represent that You lawfully own, control, or occupy: (a) the real, personal, and intangible property to or for which Cooperative provides Service ("Property") at each Service Location; and (b) the real property underlying or comprising each Service Location.
5. **Government, Safety, and Operating Regulations.** You represent that all Property at each Service Location complies with: (a) all building, zoning, and similar regulations or requirements necessary to lawfully use Service; (b) all safety, health, and similar regulations or requirements necessary to safely use Service; and (c) all operating, engineering, and similar regulations or requirements necessary to safely, efficiently, and reliably use Service and necessary for Cooperative to safely, efficiently, and reliably provide Service to You and other persons.

CONSENTS

In applying to become, and in remaining, a member of Cooperative:

1. **Membership.** You consent to being a member of Cooperative.
2. **Electronic Records, Signatures, and Transactions.** If You own, control, or have reasonable access to the hardware, software, and service required to use, accept, access, and retain electronic records and signatures, and to conduct transactions electronically, then, as requested by Cooperative, You consent to using or accepting electronic records or signatures relating to any transaction with Cooperative, and conducting transactions with Cooperative electronically.
3. **Automated Calls/Text Messages.** You consent to the Cooperative utilizing auto telephone dialing systems, artificial or pre-recorded voice messages and text messages to communicate with You regarding the provision of electricity, informational purposes, marketing purposes, outages and matters pertaining to your membership in the Cooperative at the numbers provided above.

AUTHORIZATIONS

In applying to become, and in remaining, a member of Cooperative:

1. **Credit Report.** You authorize Cooperative to request, receive, and/or evaluate any written, oral, or other communication of information from a consumer reporting agency, financial institution, or other individual or entity regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which Cooperative might use or collect to establish, wholly or partially, your eligibility for past, present, or future extension of credit, which We might use in connection with a past, present, or future credit transaction, or which Cooperative might use to review or collect a past, present, or future account, associated with Cooperative providing Service at the initial Service Location and each other location at which You or your agent or representative applies to Use a Service provided by Cooperative ("Service Location").
2. **Capital Credit Offset.** You authorize Cooperative, in its sole discretion, to recoup, offset, or set off any amount owed to it by You, including any compounded interest and late payment fee, by reducing the amount of any capital credits, patronage dividends, or similar amounts retired and paid to You, regardless of any statute of limitation or other time limitation.
3. **Operation Roundup.** You authorize Cooperative to round up your monthly electric bill to the nearest dollar, with the proceeds benefitting Operation Roundup.

AGREEMENTS

In applying to become, and in remaining, a member of Cooperative:

1. This Application is subject to acceptance by Cooperative.
2. Applicant will, when electric service becomes available, purchase from Cooperative all electric energy used on the premises described below (except as otherwise allowed by Governing Documents or regulations) and will pay therefore monthly at rates which will be set by the Cooperative; provided, however, that Cooperative may limit the amount of electric energy to be furnished for industrial uses. In addition to the monthly rate charge, Applicant shall pay all late fees, delinquency charges, finance charges, interest, and other amounts charged or assessed by Cooperative in connection with the provision of power and/or related services.
 - a. Statements will be issued to you on the 3rd day of each month for electric services provided during the prior month. Payment of each statement shall be due by the last day of the month in which the statement was sent. Any payment not received by the last day of the month will be subject to a late fee of up to 1.75% per month, calculated monthly until payment is received. Failure to timely pay statements may subject your account to additional terms and requirements such as advance deposits.
 - b. If your account is more than sixty days past due, Cooperative reserves the right to disconnect services at your expense. You will be charged reconnection fees if service is resumed.
3. Applicant will cause the Service Location to be wired in accordance with wiring specifications approved by Cooperative, the National Electric Code, and other applicable laws and regulations.
4. Applicant will comply with and be bound by the provisions of the Articles and Bylaws of Cooperative, of which Applicant will be a member, and such rules, policies and regulations as may from time to time be adopted by Cooperative (the "Governing Documents").
5. If this membership is issued to two or more persons, the same and all Capital Credits earned are owned equally by the joint members.
6. Cooperative will endeavor to furnish continuous service but will not guarantee uninterrupted service. It is not liable for any damage which the member may sustain by reason of the failure or partial failure of the energy, or failure or reversal of phases, or variation in service characteristics whether caused by accident, equipment deterioration, repairs, or other causes. Cooperative is not liable for damage that may be incurred by the use of any service wiring, connections, instruments, services or electrical appliances, installed by or for Applicant. Cooperative is not liable for damage that may be incurred due to the presence of Cooperative's property on Applicant's Property.
7. Cooperative shall not be responsible because of service interruptions or variations in service resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, order of Court, or other acts reasonable beyond the control of Cooperative. It shall not be liable for damages, direct or consequential, resulting from such interruption or failure.
8. You agree to pay Cooperative for its damages, costs, and expenses, including attorney fees and legal expenses, caused by or associated with your failure to: (a) pay any amount charged or assessed by Cooperative; (b) comply with the Governing Documents; or (c) provide Cooperative truthful, accurate, and complete information.
9. Pursuant to terms and conditions specified by Cooperative, and without financial compensation from Cooperative, You agree: (a) to grant or transfer to Cooperative an easement, license, or other right requested by Cooperative to provide Service to Property at a Service Location, to provide electric energy or electric energy distribution service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by Cooperative to other persons; and (b) to execute a document regarding this grant or transfer.

GRANTS AND TRANSFERS

In applying to become, and in remaining, a member of Cooperative:

1. **Easement.** At the location and within the dimensions determined or established by Cooperative, and without financial compensation from Cooperative, You grant and transfer to Cooperative an exclusive servitude, easement, license, and covenant, with an appurtenant burden running with the land and a divisible, transferable, and assignable benefit in gross, across each Service Location: (a) permitting Cooperative to access, construct, install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate, or replace poles, lines, and other property specified by Cooperative to provide Service to Property at the Service Location, to provide electric energy or electric energy distribution service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by Cooperative to other persons; (b) permitting Cooperative to cut, trim, or remove vegetation and other growth specified by Cooperative; and (c) prohibiting You and successor owners, controllers, and occupiers of the easement area from using the easement area in a manner prohibited by Cooperative.
2. **Security Interest in Capital Credits.** In return for Cooperative's past, present, and future provision of Service to You, to secure your past, present, and future payments for Service and other amounts, and to secure your past, present, and future performance of obligations under the Governing Documents, You: (a) grant Cooperative a security interest in your past, present, and future rights to capital credits, patronage dividends, or similar amounts allocated, retired, or paid to You by Cooperative and (b) authorize Cooperative to file a financing statement covering these rights.
3. **Unclaimed Capital Credits.** If: (a) Cooperative retires and pays capital credits, patronage dividends, or similar amounts to You; (b) Cooperative delivers these amounts to your last known address; and (c) You fail to claim these amounts within three years, then, by initialing this provision, You voluntarily and irrevocably transfer these unclaimed amounts to Cooperative. **Your initials:**

DATA COLLECTION INFORMATION: As recipients of federal funding, Cooperative is required to identify and document as accurately as possible the racial/ethnic data on the eligible population in its service area. Please note your response is optional. The information you provide will be used only for the Federal Government reporting purposes. Should you have any questions, you may contact General Manager/CEO at 701-748-2293. Thank you for your cooperation in this matter:

White (not of Hispanic Origin)		Black (not of Hispanic Origin)	
Hispanic		Asian or Pacific Islander	
American Indian or Alaskan Native		Other:	

**INSTRUCTIONS FOR FILLING OUT APPLICATION FOR MEMBERSHIP
AND CONTRACT FOR ELECTRIC SERVICE**

TYPE OF MEMBERSHIP

- A. Individual - Print name, address, social security number, employer, date of birth, home, cell and work phone numbers, and email address.
- B. Joint Tenants - Print name of joint tenants, address, employers for both joint tenants, social security numbers for both joint tenants, dates of birth for both joint tenants, home, cell, and work phone numbers, and email addresses for both joint tenants.
- C. Entity Membership - Print full name of entity, its address, email, phone number, tax identification number, and the individuals authorized to take action on the account.

NOTE: PLEASE COMPLETE ONLY ONE OF THE ABOVE A THROUGH C.

- D. Insert date application was signed. Sign the Application. If you are signing on behalf of an entity, you must have the authority to do so. Indicate by "X" whether you are an owner, agent, or tenant.

ADVANCE DEPOSITS

- 1. A deposit of \$200.00 for Type A or B membership and \$250.00 for Type C membership, or a credit reference from a previous power company for the last 2 years is required. The Cooperative may waive these requirements at its sole discretion upon performance of an independent credit evaluation.
- 2. Cooperative may waive any deposit requirement in instances where, in its sole discretion, it determines it is appropriate.

NOTE: Failure to submit a signed Application is just cause for refusal of service or disconnect of service if already energized.

If you have any questions when filling out this Application, please call or stop at the office and someone will assist you. Our contact information is as follows:

Dickinson Office	Hazen Office
2156 4 th Ave E, PO Box 1038 Dickinson, ND 58602	800 Highway Dr. Hazen, ND 58545
(701)483-5111	(701)748-2293
Toll Free: 1-800-748-5533	

TYPE OF MEMBERSHIP (COMPLETE A, B OR C)

A. Individual:

Name:		Social Security No:	
Mailing Address:		Date of Birth:	
City/State/Zip Code:		Employer:	
Home Phone:		Work Phone:	
Cell Phone:		Email:	

B. Joint Members:

Name 1:		Social Security No.:	
Mailing Address:		Date of Birth:	
City/State/Zip Code:		Employer:	
Home Phone:		Work Phone:	
Cell Phone:		Email:	

Name 2:		Social Security No.:	
Home Phone:		Date of Birth:	
Cell Phone:		Employer:	
Work Phone:		Email:	

Please note: By selecting this option, you will be entitled to one membership vote, and capital credits will be paid to both joint owners, unless there is a death of a joint member or a valid Court decree directing otherwise.

C. Entity Membership (i.e. Corporation, Partnership, Trust, Limited Liability Company, etc.):

Full Entity Name:		Tax ID No.:	
Mailing Address:		Phone:	
City/State/Zip Code:		Email:	
Type of Entity:		Individual(s) authorized to take action on account	

D. Signature:

Date:		Date:	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Owner: ___ Agent: ___ Tenant: ___		Owner: ___ Agent: ___ Tenant: ___	

OFFICE USE ONLY

Classification of Service:		Location Number:	
Taken By:		Member Number:	