

## APPLICATION FOR MEMBERSHIP

The undersigned (hereinafter called the "Applicant") hereby applies for electric service and membership in the BUTTE ELECTRIC COOPERATIVE, INC., a South Dakota Corporation (hereinafter called the "Cooperative"), and in consideration of the acceptance of this application, the Applicant agrees with the Cooperative on the following terms and conditions:

1. No membership fee shall be assessed to Applicants for service. Actual receipt of electrical energy service from the Cooperative shall be mandatory prior to membership.
2. For each service connection, a non-refundable service connection fee may be charged for which the Applicant agrees to pay before such service connection is made.
3. The Applicant will purchase from the Cooperative all electric energy used on the premises and will pay therefore at rates determined by the Board of Directors from time to time, it being expressly understood that amounts paid for electric energy by Applicant in excess of the cost of service are furnished as capital and the member shall be credited with the capital so furnished as provided in the bylaws. The Applicant shall pay all amounts owed to the Cooperative as and when the same shall become due and payable. Further, Applicant agrees to pay a service charge, regardless of the amount of energy consumed with the understanding that \$0.50 of the amount accruing to the Applicant's account each month is for a subscription to the Cooperative's official publication the BUTTE ELECTRIC COOPERATIVE CONNECTIONS.
4. The Applicant represents that, prior to the time electric service is made available by the Cooperative, Applicant's house and/or premises will be safely wired in accordance with the requirements of the National and State Electrical Codes.

The Applicant agrees to maintain the wiring system in good condition and all additional wiring shall be done in accordance with National and State Electrical Codes. The Applicant agrees to bear full and complete responsibility for any and all claims for damages arising from or directly or indirectly caused by such wiring installation. Further, Applicant hereby agrees in consideration of furnishing service as herein requested to hold Butte Electric Cooperative, Inc., its directors, and employees, harmless from the claims of Applicant and any and all third persons, arising out of or caused by the furnishing, installing, repairing, maintaining, or operating electrical service on Applicant's property.

5. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative and all amendments thereto and any policies, rules and regulations adopted from time to time by the Board of Directors of the Cooperative.

6. The Applicant, by becoming a member\* in the Cooperative assumes no personal liability or responsibility for any debts or liabilities of the Cooperative.

7. The receipt of this application by the Cooperative shall constitute an agreement by and between the Applicant and the Cooperative until the service is terminated, the Applicant shall be and remain liable to the Cooperative, for the service charges, should the Applicant terminate service, the Cooperative reserves the right to remove the line.

In case of such removal, the Applicant will assume the cost of reinstalling the line should service again be requested.

8. Membership may be cancelled by resolution of the Board of Directors of a member who has ceased to purchase energy from the Cooperative. Termination of membership upon withdrawal, death, cessation of existence, expulsion, cancellation or in any other manner shall not release a member or his estate from any debts due the Cooperative. Neither shall conversion of a membership release the estate of the deceased from any debts due the Cooperative.

9. The Applicant agrees to give the Cooperative, privilege and easement to go upon his lands, for the purpose of furnishing electric energy to the member or any other members, and for constructing, operating, maintaining, and relocating electric facilities. Such easement or easements shall be upon reasonable terms and conditions as the Cooperative shall require.

10. I give my consent to the Cooperative to contact me at the number listed below for all purposes. I further agree to notify the Cooperative if my phone number is changed.

### Business Name

Business Name \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Primary Email: \_\_\_\_\_

Primary Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Owners Name/ Or Contact Name

Last \_\_\_\_\_

First \_\_\_\_\_

Middle \_\_\_\_\_

Social Security #: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Telephone Number Secondary: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

### For Federal Government Reporting Purposes Only (Optional)

☐ White (Not of Hispanic Origin)

☐ American Indian or Alaskan Native

☐ Hispanic or Latino

☐ Other

☐ Black or African American

☐ Native Hawaiian or Other

☐ Asian

\* The term "member" as used in this application shall be deemed to include spouses holding a joint membership and any provisions of the bylaws relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable except as provided by the bylaws.

*This Institution is an equal opportunity provider and employer.*