Sullivan County Rural Electric Cooperative, Inc.

P.O. Box 65 • Forksville, PA 18616-0065 • 570-924-3381 • 800-570-5081

APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric service from the Sullivan County Rural Electric Cooperative, Inc., (hereinafter called the "Cooperative"), upon the following terms and conditions.

- 1. The Applicant will, when electric service becomes available, purchase from the Cooperative all electrical service used on the premises and will pay therefore at rates to be determined from time to time by the Board of Directors and the Bylaws of the Cooperative.
- 2. It is expressly understood that amounts paid for electric service and energy in excess of the cost of service are furnished by members as capital, and each member shall be credited with the capital so furnished as provided in the Bylaws.
- 3. The Applicant will cause his premises to be wired and approved in accordance with wiring specifications of an acceptable inspection service.
- 4. The Applicant agrees to and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, a copy of which has been received, and such policies, rules and regulations as may from time to time be adopted and/or amended by the Board of Directors.
- 5. The Applicant, by becoming a member assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.
- 6. The Applicant further acknowledges that in making application to the Cooperative for electric service, he grants and conveys for no cost or additional consideration other than the benefit of membership, unto the said Cooperative, its successors and assigns, an easement for the right and authority to enter upon his lands and construct, erect, operate, replace, repair and maintain perpetually an electric line with necessary wires and appurtenances for providing reliable electric service to him and to other members of the Cooperative. Also the right and privilege to cut or trim trees to the extent necessary to keep them clear of the said line.
 - Each applicant shall, upon being requested to do so by the Cooperative, execute and deliver at no cost to the Cooperative additional grants of easement or right-of-way over, on and under any lands owned or leased by or mortgaged to the member, as the Cooperative shall require for the furnishing of electric service to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities.
- 7. The Applicant agrees that not less than \$7 nor more than \$15 per year of the amount paid for each account is for a year's subscription to *Penn Lines* magazine.
- 8. The Cooperative will use reasonable diligence to maintain uninterrupted service, but does not guarantee a constant or regular supply of electrical service or energy and shall not be liable for damage due to variations or cessations in such supply. Member should give immediate notice at the office of the Cooperative of any interruptions or irregularities in service or any known trouble, defect or accident to the supply. Cooperative may interrupt service to any member or members for the protection of life or property, for making repairs, changes, or improvements in any part of its system for the general good of the service or safety of the public, or when in Cooperative's sole judgement such interruption will prevent or alleviate an emergency threatening the integrity of its system or will aid in the restoration of service. Should service be interrupted for any of the above reasons, or should service fail by reason of any accident, strike, legal process, governmental interference, or any cause whatsoever beyond its control, the Cooperative shall not be liable for damages, direct or consequential, resulting therefrom.
- 9. Applicant shall automatically become a member of the Cooperative upon acceptance by the Board of Directors. The Cooperative reserves the right to deny or terminate such membership upon determining that the Applicant will not or cannot, satisfy the Cooperative's terms or conditions of membership, including but not limited to, those in the Cooperative's Articles of Incorporation, Bylaws, rates, rules and regulations as the same now exist, or may hereafter be adopted, repealed, amended or supplemented, or for other good cause.