



# APPLICATION FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for membership in, if not a member, and also applies for electric service and agrees to purchase electric energy from Southwest Tennessee Electric Membership Corporation (hereinafter called the "Distributor"), upon the following:

**1. TERM.** The acceptance of this application by the Distributor shall constitute an agreement between the Applicant and the Distributor and shall become effective as of the application date, provided, however, that all provisions hereof relating to the availability of and payment for energy shall become effective at the earliest date at which the Distributor is ready to deliver energy and the Applicant is ready to take such energy, and shall be renewed from month to month thereafter until such time as it shall be terminated in a manner consistent with the bylaws and policies of the Distributor. This agreement shall supersede any and all powers of prior agreements.

**2. MEMBERSHIP.** If not a member, the Applicant will pay the sum of \$5.00, which, unless this application is rejected by the Distributor, will constitute the Applicant's membership fee. The applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Distributor, and such Rules and Regulations as may from time to time be adopted by the Distributor. By becoming a member, the Applicant assumes no liability or responsibility for any debts or liabilities of the Distributor, and it is understood that his private property is exempt from execution for any such debts or liabilities.

**3. DELIVERY.** The Distributor will supply and the Applicant will take and pay for all the energy required for the operation of the load at the service address listed below. The energy supplied to the Applicant hereunder will be metered at the low-voltage side of the step-down transformer or transformer bank(s) to be constructed, owned, and operated by the Distributor. The Distributor will install only such protective devices as in its opinion are necessary for protection for its facilities supplying energy.

**4. FEES.** Applicant shall pay Distributor for energy furnished in accordance with the rates, charges, and provisions of the prevailing rate schedule as modified or replaced from time to time by agreement between the Distributor and its power supplier. Applicant shall pay deposits and fees as described in Distributor policies and Bylaws. The Applicant agrees that any collection fees, including attorney and court costs, incurred by the Distributor for collection of past due amounts may be added to the Applicant's account.

**5. EASEMENT.** Applicant shall furnish the Distributor gratis with a suitable site, for the period hereof, the facilities installed thereon to be considered the personal property of the Distributor. The Distributor shall have free right of ingress and egress on said site, and Applicant shall supply right-of-way over Applicant's property to such site. Applicant shall, upon request of the Distributor, grant easement over, on, and under such lands owned or leased by or mortgaged to Applicant as the Distributor may require to furnish energy to Applicant or other applicants or members.

**6. JOINT AND SEVERAL.** In the event this application is for joint membership and is accepted as such by the Distributor, all parties agree that each shall be jointly and severally liable for any and all obligations, financial or otherwise, which may exist between the parties and the Distributor, regardless of whether or not the Joint members share a spousal relationship at such time as any obligation to the Distributor may occur.

**7. RULES AND REGULATIONS.** Applicant agrees that this application is subject to the Distributor's Rules and Regulations printed on the reverse of this application. Rules and Regulations are subject to amendment without notice. Copies of current Rules and Regulations are available upon request from the Distributor.

**8. ASSIGNATION.** This agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but is not assignable by Applicant without written consent of the Distributor.

_____ APPLICANT NAME	_____ DATE OF BIRTH	_____ SOCIAL SECURITY #	_____ DRIVERS LICENSE #		
_____ CO-APPLICANT NAME	_____ DATE OF BIRTH	_____ SOCIAL SECURITY #	_____ DRIVERS LICENSE #		
_____ SERVICE ADDRESS	_____ CITY	_____ STATE	_____ ZIP	_____ PHONE	
_____ MAILING ADDRESS	_____ CITY	_____ STATE	_____ ZIP	_____ OTHER PHONE	

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

#### **Application for Service**

Each prospective Member desiring electric service may be required to sign Distributor's standard form of application for service or contract before service is supplied by the Distributor.

#### **Deposit**

A deposit or suitable guarantee may be required of any Member before electric service is supplied. Upon termination of service, deposit will be applied by Distributor against unpaid bills of Member, and if any balance remains after such application is made, said balance shall be refunded to Member.

#### **Point of Delivery**

The point of delivery is the point, as designated by Distributor, on Member's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Member.

#### **Member's Wiring Standards**

All wiring of Member must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

#### **Inspections**

Distributor shall have the right, but shall not be obligated, to inspect any installations before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Member's premises.

#### **Underground Service Lines**

Members desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.

#### **Member's Responsibility for Distributor's Property**

All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor, excluding meter base. Member shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Member to care for same, the cost of the necessary repairs or replacements shall be paid by Member.

#### **Right of Access**

Distributor's identified employees shall have access to Member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Distributor, and maintaining right of way vegetation, per Distributor's standard.

#### **Billing**

Bills will be rendered monthly and shall be paid within fifteen (15) days from date of bill at the office of Distributor. Failure to receive bill will not release the Member from payment obligation. Should bills not be paid as above, Distributor may at any time thereafter, upon five (5) days written notice to Member, discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, but, thereafter the gross rates shall apply, as provided in Schedule of Rates and Charges. Should the final date for payment of the bill at the net rates fall on a Sunday or holiday, the business day next following the final date will be held as a day of grace for delivery of payment.

#### **Discontinuance of Service by Distributor**

Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Member or contract with Member. Distributor may discontinue service to Member for the theft of current or the appearance of current theft devices on the premises of Member. The discontinuance of service by Distributor for any causes as stated in this rule does not release Member from his obligation to Distributor for the payment of minimum bills as specified in application of Member or contract with Member.

#### **Reconnection Charge**

Whenever service has been discontinued by Distributor as provided above, or a trip is made for the purpose of discontinuing service, a reconnection charge may be collected by Distributor before service is restored.

#### **Termination of Contract by Member**

Members who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Member from any minimum or guaranteed payment under any contract or rate.

#### **Service Charges for Temporary Service**

Members requiring electric service on a temporary basis may be required by Distributor to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

#### **Interruption of Service**

Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

#### **Shortage of Electricity**

In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by Member and/or may otherwise restrict the time during which Member may make use of electricity and the uses which Member may make of electricity. If such actions become necessary, Member may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Member fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Services of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

#### **Voltage Fluctuations Caused by Member**

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require Member, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

#### **Additional Load**

The service connection, transformers, meters, and equipment supplied by Distributor for each Member have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same shall render Member liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.

#### **Standby and Resale Service**

All purchased electric service (other than emergency or standby service) used on the premises of Member shall be supplied exclusively by Distributor, and Member shall not, directly or indirectly sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

#### **Notice of Trouble**

Member shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

#### **Non-Standard Service**

Member shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

#### **Meter Tests**

Distributor will, at its own discretion and expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of the Member. If tests made at Member's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Member's bill. In case the test shows the meter to be in excess of two percent (2%), fast or slow, an adjustment shall be made in Member's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

#### **Relocation of Outdoor Lighting Facilities**

Distributor shall, at the request of Member, relocate or change existing Distributor-owned equipment. Member shall reimburse Distributor for such changes at actual cost including appropriate overheads.

#### **Billing Adjusted to Standard Periods**

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal Members excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges will be adjusted to a basis proportionate with the period of time during which service is extended.

#### **Scope**

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Distributor.

#### **Revision**

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.

#### **Conflict**

In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

#### **Statement of Non-Discrimination**

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-09410, or call (800) 795-3273 (voice) or (202) 720-6382 (TDD).