

TISHOMINGO COUNTY ELECTRIC POWER ASSOCIATION
MEMBERSHIP APPLICATION AND AGREEMENT FOR SERVICE

Documents Required:

- **Valid photo ID (a picture state or federal issued ID)**
- **Lease Agreement (Renters) or Deed (Homeowners)**
- **911 Form – go to 911 office and register your name to your new address.**
- **Completed Application Form**

TISHOMINGO COUNTY ELECTRIC POWER ASSOCIATION
MEMBERSHIP APPLICATION AND AGREEMENT FOR SERVICE

LOCATION #: _____

MEMBERSHIP #: _____

CUSTOMER #: _____

DATE: _____

TYPE OF SERVICE: _____ RESIDENTIAL _____ BUSINESS

APPLICANT INFORMATION

NAME: _____ DATE OF BIRTH: _____

SOCIAL SECURITY # OR EIN# _____ PHONE NUMBER: _____

SERVICE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MARITAL STATES: _____ MARRIED _____ SINGLE

DWELLING: _____ HOUSE _____ APARTMENT _____ SINGLE- WIDE TRAILER _____ DOUBLE- WIDE TRAILER

OWN RENT (CIRCLE ONE) IF RENTING, PLEASE PROVIDE YOUR LEASE AGREEMENT

IF RENTING, LANDLORD'S NAME: _____ PHONE: _____

PREVIOUS ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PLACE OF EMPLOYMENT: _____

SPOUSE'S INFORMATION

NAME: _____ SOCIAL SECURITY #: _____

DATE OF BIRTH: _____ PHONE NUMBER: _____

CURRENT ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PLACE OF EMPLOYMENT: _____

****IF YOU ARE CURRENTLY MARRIED AND DO NOT LIST YOUR SPOUSE, YOUR MEMBERSHIP IS STILL
CONSIDERED A JOINT MEMBERSHIP IN ACCORDANCE WITH SECTION 1.02 OF OUR BYLAWS**

- A. The undersigned (hereinafter called the CONSUMER) hereby applies for membership in and agrees to purchase electric energy from Tishomingo County Electric Power Association (hereinafter called the ASSOCIATION).
- B. The CONSUMER signing this Membership Application and Agreement ("Application and Agreement") represents that:
1. CONSUMER is 18 years of age or older and, if more than one individual is listed as the CONSUMER, then: (a) he or she is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for other listed individual(s) and (b) the listed individuals are applying to become joint members of the ASSOCIATION.
 2. If an entity is listed as BUSINESS, then: (a) he or she is authorized to act, contract, bind, consent, authorize, represent, agree, grant, and transfer for the listed entity and (b) the listed entity is a _____ corporation, _____ sole proprietorship, _____ partnership, _____ limited liability company, _____ cooperative, _____ trust, _____ government division or agency, _____ unincorporated association, _____ estate, _____ other (_____).
- C. The CONSUMER shall become a member of the ASSOCIATION, shall pay the membership fee of \$10.00, and be bound by the provisions of the articles of incorporation and the by-laws of the ASSOCIATION, and such rules and regulations as may from time to time be adopted by the ASSOCIATION.
- D. At the time this Application and Agreement is submitted, the CONSUMER agrees to provide to the ASSOCIATION: (a) legal proof of identity in the form of a valid state-issued identification; (b) legal documentation in a form satisfactory to the ASSOCIATION (e.g., deed, lease, etc.) of the CONSUMER's lawful ownership or control of the property to or for which the ASSOCIATION will be providing service; and (c) an E-911 Form for the service location.
- E. The CONSUMER shall tender the sum of \$_____ as a deposit to secure payment of all amounts due that ASSOCIATION for the electric energy used. Any portion of said deposit not applied to the payment of bills due the ASSOCIATION shall be refunded to the CONSUMER upon termination of service. The CONSUMER, in lieu of a cash deposit, has provided assurance for payment of all electric service by execution of a separate **security agreement** in accordance with the policies of the ASSOCIATION. Guarantor for this membership agreement is:
- _____ Membership #: _____
- F. The CONSUMER agrees to pay bills monthly at rates which will be established, from time to time, by the Board of Directors of the ASSOCIATION, including any and all current and future dues, assessments, fees, security and other deposits, contributions, prices, rates, late fees, delinquency charges, finance charges, interest, and other amounts charged or assessed for service provided to CONSUMER, and CONSUMER agrees to be legally liable for the payment of all electric energy used. You shall pay a minimum monthly bill plus applicable State and Federal tax, regardless of the

number of kilowatt hours consumed. You shall make such deposit as required to insure payment of monthly bills. If bills are not paid by the due date, the ASSOCIATION may discontinue service after written or verbal notice to the CONSUMER. In the event service is discontinued, it is agreed that the ASSOCIATION shall **NOT** be held liable for anything whatsoever by reason of said discontinuance of service and damage caused thereby. Failure of the ASSOCIATION to discontinue service for delinquency in payment of bills shall not be held to establish a custom in that regard, or to constitute a waiver by the ASSOCIATION of the right herein provide with reference to discontinuance of service. The CONSUMER further agrees that if any bill becomes delinquent, the ASSOCIATION may discontinue all electric service being rendered the CONSUMER. **The CONSUMER with a delinquent account may not use the membership of another member to obtain electric service.**

- G. The ASSOCIATION cannot, and does not, guarantee or warrant constant and uninterrupted supply of electric power and energy hereunder. It shall be the responsibility of the CONSUMER to make necessary arrangements for alternative sources of electric power should an outage occur. If the supply of electric power energy shall fail or be interrupted or become defective through an act of God, government authority, action of the elements, public enemy, animals, equipment failures, accident, strikes, labor trouble, required maintenance work in the ASSOCIATION's sole discretion, inability to secure right-of-way, or the like, or any cause beyond the reasonable control of the ASSOCIATION the ASSOCIATION shall not be liable therefore, or for any damage whatsoever of any type caused thereby.
- H. Duly authorized representatives of the ASSOCIATION, including but not limited to third parties, shall be permitted to access the CONSUMER'S premises at all reasonable time for the purpose of inspecting, reading, repairing, or removing the property of the ASSOCIATION or affiliates of the Association. At the location and within the dimensions determined or established by the ASSOCIATION in its sole discretion, and without financial compensation from the ASSOCIATION, CONSUMER hereby grants and transfers to the ASSOCIATION an exclusive written servitude, easement, right-of-way, right of ingress and egress, 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 us to perform all those acts necessary to access, construct by whatever means or methods established by us (including, but not limited to, aerial, trenching, and underground methods), install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate or replace poles, lines, fiber, and other property specified by the ASSOCIATION to provide and/or to discontinue electric or broadband service to property at the service location, to provide and/or to discontinue electric energy or electric energy distribution service or broadband service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by the ASSOCIATION to other persons; (b) permitting the right to use and/or allow others to use such easements/rights-of-way and the ASSOCIATION's facilities thereon for the provision of broadband services; (c) permitting us to cut, maintain, trim, clear, deaden, or remove, through physical, mechanical, chemical, herbicide or other means, any and all brush, trees, vegetation, and any other growth specified by the ASSOCIATION; and (d) prohibiting CONSUMER and successor owners, controllers, and occupiers of the service location from using the service location in a manner prohibited by the ASSOCIATION, and CONSUMER agrees to execute any and

all additional documents reasonably required, within our discretion, regarding this grant or transfer. The granting by a member of such easements and rights to the ASSOCIATION shall be effective upon the CONSUMER's admission to membership in the ASSOCIATION, and the granting of such easements and rights shall be effective and enforceable even in the absence of a separate written easement agreement executed by the member. The member shall, nevertheless, execute a separate written easement agreement for recording purposes if requested by the ASSOCIATION to do so. The appurtenant rights and benefits granted to us by this paragraph include, without limitation, the unobstructed use, passage, and right-of-flight of all types of unmanned aerial vehicles in and through the airspace at any height or altitude above the surface of the land.

- I. CONSUMER will cause his or her premises to be properly wired in accordance with specifications adopted by the ASSOCIATION which are generally those of the National Electric Code.
- J. CONSUMER agrees to comply with and be contractually bound by the Bylaws of the ASSOCIATION, as amended from time to time, and such rules and regulations as may, from time to time, be adopted by its Board of Directors.
- K. CONSUMER authorizes the ASSOCIATION 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 creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which we 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 we might use to review or collect a past, present, or future account, associated with us providing service at the service location and each other location at which CONSUMER or CONSUMER's agent or representative applies to use a service provided by the ASSOCIATION.
- L. CONSUMER authorizes the ASSOCIATION, in its sole discretion, to recoup, offset, or set off any amount owed to the ASSOCIATION by CONSUMER, including any compounded interest and late payment fee regardless of any statute of limitation or other time limitation.
- M. CONSUMER represents that he or she lawfully owns, controls, or occupies: (a) the real, personal, and intangible property to or for which we provide service at each service location and (b) the real property underlying or comprising each service location.
- N. CONSUMER represents 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 us to safely, efficiently and reliably provide service to CONSUMER and other persons.
- O. CONSUMER agrees to pay us for our damages, costs, and expenses, including attorney's fees and legal expenses, caused by or associated with your failure to: (a) pay any amount charged or

assessed by us; (b) comply with the governing documents; (c) or provide us truthful, accurate and complete information.

- P. By becoming and remaining a member of the Association, the member (except as the member otherwise informs the Association in writing regarding calls or other communications not made for an emergency purpose) expressly consents to the Association or the Association's agent using an automatic telephone dialing system, an artificial or pre-recorded voice, email, or text message for any call or other communication from or on behalf of the Association, including, but not limited to, communications regarding the Association's provision of an Association service or the member's use of or payment for an Association service.
- Q. CONSUMER AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS APPLICATION AND AGREEMENT; BOARD GOVERNANCE; THE ASSOCIATION'S ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS, OR TO ANY OTHER DOCUMENT WHICH INCLUDES TERMS OF SERVICE; TO THE ASSOCIATION'S PROVISION OF ELECTRIC OR OTHER SERVICE; TO THE CONDUCT OF THE ASSOCIATION'S OPERATIONS; OR TO THE ASSOCIATION'S EXERCISE OF ITS RIGHTS UNDER ITS BYLAWS OR THE TERMS OF MEMBERSHIP, THAT ARE NOT RESOLVED VOLUNTARILY BY AGREEMENT OF THE PARTIES, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES. THE ARBITRATION SHALL BE HELD IN TISHOMINGO COUNTY, MISSISSIPPI. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. UNLESS OTHERWISE PROHIBITED BY LAW, EACH PARTY AGREES TO PAY THEIR OWN ATTORNEYS' FEES AND COSTS AND EACH PARTY AGREES TO SHARE EQUALLY IN THE COSTS OF THE ARBITRATOR. THE ARBITRATION IS HEREBY MADE SUBJECT TO AND SHALL BE GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT ("FAA") AND THE DECISIONS OF THE FEDERAL COURTS INTERPRETING THE FAA. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS CONSUMER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. THE PARTIES AGREE TO WAIVE ANY RIGHT TO PURSUE A CLASS ACTION ARBITRATION, OR TO HAVE AN ARBITRATION CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. IF ANY PART OF THIS ARBITRATION AGREEMENT, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION AGREEMENT SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE PARTIES NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS. SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION. ANY CONSUMER MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO THE ASSOCIATION AT 205 CONSTITUTION DRIVE, IUKA, MS 38852, A NOTICE ("REJECTION NOTICE") WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE CONSUMER SIGNS THIS APPLICATION AND AGREEMENT. YOUR REJECTION NOTICE MUST INCLUDE YOUR FULL**

NAME, YOUR CURRENT ADDRESS, YOUR CURRENT TELEPHONE NUMBER, AND THE ACCOUNT NUMBER, AND BE SIGNED BY YOU. THE REJECTION NOTICE MUST BE MAILED WITH RETURN RECEIPT REQUESTED TO: GENERAL MANAGER. IN THE EVENT OF ANY DISPUTE CONCERNING WHETHER A CONSUMER HAS PROVIDED A TIMELY NOTICE OF REJECTION, THE CONSUMER MUST PRODUCE THE SIGNED RECEIPT FOR MAILING THE REJECTION NOTICE. IN THE ABSENCE OF THE SIGNED RECEIPT, THE ASSOCIATION'S RECEIVED DATE STAMP ON THE REJECTION NOTICE SHALL BE CONCLUSIVE EVIDENCE OF THE DATE OF RECEIPT. THESE INSTRUCTIONS CONSTITUTE THE ONLY METHOD THAT A CONSUMER CAN USE TO EXERCISE THE RIGHT TO REJECT THIS ARBITRATION PROVISION. IF THE ARBITRATION AGREEMENT IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT. NOTWITHSTANDING THE ARBITRATION CLAUSE HEREIN, IF ANY DISPUTE HEREIN SHALL BE REQUIRED TO BE HEARD IN A COURT OF LAW OR EQUITY, THE CHOICE OF LAW FOR THE SAME SHALL BE THE CHANCERY OR CIRCUIT COURTS OF TISHOMINGO COUNTY, MISSISSIPPI.

- R. The acceptance of this application by the Board of Directors of the ASSOCIATION shall constitute an agreement between the CONSUMER and the ASSOCIATION to furnish electric service. By signing below, CONSUMER states that he or she has received a copy of the most current Bylaws.
- S. This Application and Agreement is governed by and interpreted under the laws of the State of Mississippi.

BY SIGNING BELOW, I APPLY TO TISHOMINGO ELECTRIC POWER ASSOCIATION AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED ABOVE.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

Signature: _____ Date: _____

Printed name of Applicant: _____