Miami-Cass County Rural Electric Membership Corporation

Membership Application and Agreement

 Miami-Cass County Rural Electric Membership Corporation (“Cooperative,” “We,” “Us,” or similar term) is an electric cooperative incorporated and operating under the Indiana REMC Act. The following entity (“Applicant,” “You,” or similar term) applies to become a member of Cooperative:

Entity Name:

Mail Address:

Telephone Number:

Electronic Mail Address:

Employer Identification Number:

 The individual(s) signing this Miami-Cass County Rural Electric Membership Corporation Membership Application and Agreement (“Application and Agreement”) represents that:

1. If an entity is listed as Applicant, then: (a) he or she is authorized to act, contract, 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 (type description here)

You apply and request to consume, receive, purchase, or otherwise use (“Use”) electric energy and/or electric energy distribution service, electric energy wheeling service, or other electric energy related service described in the Service Addendum (“Service”) from Us at the following location (“Initial Service Location”):

Street Address:

City and State:

Service Addendum. Other electric energy related service:

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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 Us, You consent to using or accepting electronic records or signatures relating to any transaction with Us, and conducting transactions with Us electronically.

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

1. ***Credit Report*** – You authorize Us 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 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 Initial Service Location and each other location at which You or Your agent or representative applies to Use a Service provided by Us (“Service Location”).
2. ***Capital Credit Offset*** – You authorize Us, in Our sole discretion, to recoup, offset, or set off any amount owed to Us 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.

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

1. ***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 We provide Service (“Property”) at each Service Location and (b) the real property underlying or comprising each Service Location. If we decide to obtain information from an individual or entity regarding your creditworthiness, credit standing, credit capital, character, general reputation, personnel characteristics, or mode of living, you understand that we will provide, at your request, the name and address of the reporting agency and the nature the substance of information contained in such report.
2. ***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 Us to safely, efficiently, and reliably provide Service to You and other persons.

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

1. ***Prove Identity*** – As requested by Us, You agree to provide proof of Your identity.
2. ***Use Electric Energy*** – Unless otherwise noted in the Service Addendum, You agree to Use electric energy provided by Us for all electric energy requirements at each Service Location.
3. ***Pay for Service*** – You agree to pay 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 by Us for Service provided to a Service Location.
4. ***Comply with Governing Documents*** – You agree to comply with this Application and Agreement and with, as they currently exist or as they are later adopted or amended, Our: (a) articles of incorporation; (b) bylaws; (c) any service rules and regulations; (d) rate or price schedules; and (6) rules, regulations, and actions adopted, taken, or approved by Our board of directors (collectively, “Governing Documents”), all of which constitute a contract between You and Us.
5. ***Pay for Damages, Costs, and Expenses*** – You agree to pay Us for Our 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 Us; (b) comply with the Governing Documents; or (c) provide Us truthful, accurate, and complete information.
6. ***Comply with Generation Requirements*** – You agree that the ownership, installation, operation, maintenance, repair, use, and removal of any generator or similar Property owned, controlled, or operated by You or at a Service Location, which Property is connected to any transformer, line, or other property owned, controlled, operated, or furnished by Us, will comply with the Governing Documents and all requirements specified by Us.
7. ***Grant Easement*** – Pursuant to terms and conditions specified by Us, and without financial compensation from Us, You agree: (a) to grant or transfer to Us a written servitude, easement, profit prendre, license, or other right requested by Us 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 Us to other persons and (b) to execute a document regarding this grant or transfer.
8. ***Receive Newsletter or Magazine*** – You agree to voluntarily receive an annual subscription to the Miami-Cass REMC Co-op News and to pay the annual subscription price, through dues, assessments, fees, deposits, contributions, prices, rates, and other amounts charged or assessed by Us for Service provided to a Service Location.
9. ***Interpret under Governing Law*** – You agree that this Application and Agreement is governed by and interpreted under the laws of Indiana.

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 Us, and without financial compensation from Us, You grant and transfer to Us an exclusive servitude, easement, profit prendre, 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 access, construct, install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate, or replace poles, lines, and other property specified by Us 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 Us to other persons; (b) permitting Us to cut, trim, or remove vegetation and other growth specified by Us; and (c) prohibiting You and successor owners, controllers, and occupiers of the Service Location from using the Service Location in a manner prohibited by Us.
2. **Security Interest in Capital Credits** – In return for Our 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 Us 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 Us and (b) authorize Us to file a financing statement covering these rights.
3. **Unclaimed Capital Credits** – If: (a) We retire and pay capital credits, patronage dividends, or similar amounts to You; (b) We deliver 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 Us.

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Signature Printed Name Date

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Signature Printed Name Date

Received by Miami-Cass REMC Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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