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APPLICATION FOR MEMBERSHIP AND UTILITY SERVICE – COMMERCIAL

The Undersigned (Applicant) hereby applies for membership in Lower Valley Energy (Cooperative), and the Applicant and Cooperative agree as follows:

- 1. The Applicant agrees that a membership is automatically effective upon acceptance of this application. It is understood that this membership is not transferable.
2. The Applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and private property cannot be attached for any such debts or liabilities.
3. The Applicant also agrees to deposit with Cooperative such consumer's deposit as required by the Rules and Regulations of the Cooperative and that any portion of the deposit not applied to the payment of bills due the Cooperative shall be refunded to Applicant with interest when the Applicant meets the criteria required by the Rules and Regulations. Deposit refunds will only be researched within a two-year period.
4. Production or use of electric energy on member's premises, regardless of the source, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative.
5. The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative and such rules and regulations as may, from time to time, be adopted by the Cooperative.
6. The Applicant, if a landowner, hereby agrees to grant to the Cooperative the right and easement to construct, operate, repair, and maintain or upgrade on the Applicant's premises its electric or gas transmission, distribution and service lines and appliances.
7. The Applicant agrees that all poles, wires, pipelines and other facilities, including metering or service entrance equipment installed on member's premises by the Cooperative or under contract with the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative. The Cooperative shall have the right to enter Applicant's property at reasonable times for purposes described in this Agreement, the Articles of Incorporation or Rules and Regulations.
8. If, after notice has been given as directed by the Board of Directors, neither the Applicant nor heirs or assignors can be found when it is time to distribute the capital credits earned in this account, then Applicant agrees that the following assignment shall become finally binding and effective: In consideration of the Cooperative rendering to me the service of delivering electrical energy or natural gas, the Applicant does hereby assign all rights, title and interest in and to all capital credits earned in this account to the Cooperative to be dealt with in accordance with the policies of the Cooperative.
9. The Applicant shall be responsible for all bills for electric and gas service from the time of connect until such time as the Applicant notifies the Cooperative that service is no longer required.
10. The Applicant agrees to pay all costs of collection, including interest, court costs, mileage and attorney fees in the event action is necessary to collect unpaid bills or to otherwise enforce the Cooperative's rights. Service may be terminated by the Cooperative for failure of Applicant to pay bills or comply with Cooperative Articles, Bylaws or Rules and Regulations.
11. The application shall, upon acceptance by the Cooperative, constitute an agreement or contract between the Cooperative and the Applicant and shall continue in force from date service is first made available by the Cooperative to the Applicant until cancelled by notice given by either party. The legal obligations of customer and related rights of Cooperative shall survive cancellation.

COMPANY NAME \_\_\_\_\_
OWNER/OFFICER \_\_\_\_\_
TITLE \_\_\_\_\_
OWNER/OFFICER SIGNATURE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_
PRIMARY BUSINESS # \_\_\_\_\_
TAX ID # \_\_\_\_\_
SECONDARY PHONE # \_\_\_\_\_
E-MAIL (Optional) \_\_\_\_\_

COOPERATIVE RESPECTS YOUR PRIVACY AND COMPLIES WITH ALL RELATED LAWS

The USDA has required that we request this voluntary information:

Male Female
White Hispanic American Indian
Black/African American Asian Other

Lower Valley Energy is an Equal Opportunity business. Discrimination is prohibited by Federal law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250

Would you be interested in any of the following programs offered by Lower Valley Energy?

- Operation Round Up - Rounding up your bill to the nearest dollar to help others in need with their utility bills.
Recurring Auto Pay - Set up your account so an amount is deducted from a payment source on a regular basis.
On-line Billing - Receive bill via email and pay over the internet.
Green Power - Buy wind power and consider going 100% green.

For Office Use Only CSR INTLS \_\_\_\_\_
SERVICE LOC. \_\_\_\_\_ SERVICE LOC. # \_\_\_\_\_
MEMBER # \_\_\_\_\_ DEPOSIT TYPE \_\_\_\_\_
DEPOSIT DATE \_\_\_\_\_ MEMBERSHIP DATE \_\_\_\_\_