

BIG COUNTRY ELECTRIC COOPERATIVE, INC.

1010 W South 1st St., PO Box 518 Roby, Texas 79543

2100 College Avenue Snyder, Texas 79549

225 W. McHarg, PO Box 1147 Stamford, Texas 79553

(325)776-2244, Roby or (325)573-3161 Snyder or (325)773-3684 Stamford

Fax #'s (325)776-2246, Roby or (325)573-7781 Snyder or (325)773-2431 Stamford

APPLICATION FOR MEMBERSHIP

Please Print and fill out in BLUE or BLACK ink ONLY

Membership Amt: _____ Date: _____ Employer: _____
Service Fee: _____ Pd: _____ L/C: _____ Address: _____
Account Nbr: _____ Deposit Required: Y / N Telephone: _____

Name of Applicant _____ S/S Number _____ D/L Number ST
Spouse Name _____ S/S Number _____ D/L Number ST
Address _____ Name of Nearest Relative & Relationship
City, State _____ Zip _____ Address of Relative
Telephone Number _____ Telephone Number of Relative

If Application is for Business (Corporation/Partnership) complete the following:

President _____ Vice-President/Secretary/Partner _____ Federal ID Number _____

CREDIT REFERENCES

Credit Card: Visa / MasterCard _____ Account Nbr: _____ Expiration Date: _____

Other _____ Address _____ Telephone _____

The information requested under racial ethnic group is used by Big Country Electric for the purpose of collecting, analyzing, monitoring and reporting on its equal opportunity and affirmative actions efforts, including reports filed with the federal government under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

VOLUNTARY RACIAL/ETHNIC GROUP

_____ White American
_____ African American
_____ Hispanic American
_____ Asian American
_____ Indian American

NON-RESIDENTIAL GROUP

_____ Business
_____ Church
_____ School
_____ Government Agency
_____ Seasonal

Signature of Applicant/Officer

Signature of Spouse/Partner

Date

STATEMENT OF NONDISCRIMINATION

Big Country Electric Cooperative, Inc. has filed with the Federal Government a Compliance Assurance in which it assures the Rural Utilities Service that it will comply fully with all requirements of Title VI of the Civil Rights Act of 1964 and the Rules and Regulations of the Department of Agriculture issued hereunder to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of its program and the operation of its facilities. Under this Assurance, this organization is committed not to discriminate against any person on the ground of race, color, or national origin in its policies and practices relating to applications for service or any other policies and practices relating to treatment of beneficiaries and participants including rates, conditions and extension of service, use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants, or the exercise of any rights of such beneficiaries and participants in the conduct of the operations of this organization.

Any person who believes himself, or any specific class of individuals, to be subjected by this organization to discrimination prohibited by Title VI of the Act and the Rules and Regulations issued hereunder may, by himself or a representative, file with the Secretary of Agriculture, Washington, DC 20250, or the Rural Utilities Service, Washington, DC 20250, or this organization, or all, a written complaint. Such complaint must be filed not later than 180 days after the alleged discrimination, or by such later date to which the Secretary of Agriculture or the Rural Utilities Service extends the time for filing. Identity of complainants will be kept confidential except to the extent necessary to carry out the purposes of the Rules and Regulations.



Big Country Electric Cooperative, Inc.
Big Country Premium Service Big Country Development Corporation

CONSUMER DEPOSIT

Date Received: _____
Name of Applicant: _____
Mailing Address: _____
City, State, Zip: _____
Account ID Number: _____

\$ _____ Big Country Electric Cooperative, Inc. received a Consumer Deposit in the amount of _____ for the above account(s). Interest at a rate set annually by the Texas Public Utility Commission will be paid on this deposit. This interest will be applied as a credit to the applicant's electric energy bill generated for the December revenue month each year. If service is not connected, or after disconnection of service, the Cooperative will refund the Consumer Deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for electric service furnished.

When the applicant has paid bills for electric service for twelve (12) consecutive residential or farm rate billings or for twenty four (24) consecutive commercial or industrial rate billings without having more than two (2) occasions in which a bill was delinquent, and when the Member is not delinquent in the payment of the current bills, the Cooperative will refund the Member Deposit plus accrued interest to the consumer. This refund will be in the form of cash or credit to the applicant's bill. For the amount to not be considered delinquent, the payment must be received in any of the three Cooperative offices on or before the Due Date stated on the bill each month. If the applicant does not meet these refund criteria, the deposit may be retained.

This Consumer Deposit is accepted for Big Country Electric Cooperative, Inc.

BIG COUNTRY ELECTRIC COOPERATIVE, INC.

By: _____
Cooperative Employee Signature

Deposit Applied: _____ Refunded: _____ Date: _____

Stamford Branch:
P.O. Box 1147
225 West McHarg
Stamford, Texas 79553
Phone (325) 773-3684
Fax (325) 773-2431

Roby:
P.O. Box 518
1010 West South 1st
Roby, Texas 79543
Phone (325) 776-2244
Fax (325) 776-2246

Snyder Branch:
P.O. Box 365
2100 College Avenue
Snyder, Texas 79549
Phone (325) 573-3161
Fax (325) 573-7781

[http:// www.bigcountry.coop](http://www.bigcountry.coop) bcec@bigcountry.coop Updated: 10-29-03

BIG COUNTRY ELECTRIC COOPERATIVE, INC. ELECTRIC SERVICE AGREEMENT

The undersigned (hereinafter called the "Member") hereby makes application and agrees to purchase electric service from BIG COUNTRY ELECTRIC COOPERATIVE, INC. (hereinafter called "Cooperative") upon the following terms and conditions:

- SERVICE.** Cooperative agrees to use reasonable diligence to provide electric utility service (including but not limited to the supply of electric energy) to Member's Service Location at a particular point where electric energy first leaves the line on equipment owned by Cooperative and enters Member's service entrance conductors. When electric energy becomes available Member will purchase all electric energy required to be used at the Service Location from the Cooperative and use such electric energy exclusively for the operation of Member's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the Service Rules and Regulations of the Cooperative. Member understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Cooperative's Service Rules and Regulations. Nothing contained herein shall prohibit Member from using electric energy generated by renewable energy sources (e.g.: solar) in Member's wholly generating facilities.
- PAYMENT.** Member agrees to pay for electric service in accordance with Cooperative's standard tariff schedules in effect for like conditions of service to the class of service furnished hereunder. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Periodically, Cooperative will render to Member a statement of services rendered. Member agrees to pay the total shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in Snyder, Stamford or Roby, Texas. Member agrees that in the event suit is filed in any court to collect any monies due the Cooperative, that said suit will be filed in, and venue will lie in Fisher County, Jones County, or Scurry County, Texas respectively, regardless of county of residence of member.
- ADDITIONAL TERMS.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, and Cooperative's service rules, regulations and tariffs, including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction. SAID SERVICE REGULATIONS AND TARIFFS ARE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND ARE ON FILE AND AVAILABLE AT COOPERATIVE'S OFFICES AT 1010 WEST SOUTH 1ST STREET, ROBY, TEXAS; 2100 COLLEGE AVENUE, SNYDER, TEXAS; OR 225 WEST MCHARG STREET, STAMFORD, TEXAS.
- EASEMENTS AND RIGHT OF ACCESS.** Member agrees to grant or to secure for Cooperative at Member's expense, any property rights of way necessary for line extension using Cooperative's easement forms, and to provide suitable space on such premises for installation of facilities where such rights of way and space are necessary to provide electric service to Member. Cooperative's representatives, employees, and assigns shall have access to the Member's property in accordance with the Cooperative's By-laws.
- CONTINUITY OF SERVICE.** Cooperative shall use reasonable diligence to provide constant and uninterrupted electric power, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of Cooperative, Cooperative shall not be liable under the provisions of this agreement.
- TERM.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Member and the Cooperative. The agreement for electric service shall continue in force from the date service makes the contract available to the Member. After the initial term, either party giving notice may terminate this agreement. THE INITIAL monthly billing period shall start when service is made available to Member. Services requiring new construction that are not subject to a contribution to aid of construction will be kept in service for a minimum of twelve months. If applicable, term is transferable to succeeding customer. If service being transferred to this Member is subject to a balance of a term agreement, the remaining number of months of the original term agreement is _____ months. A member discontinuing service prior to the minimum number of months required, will be billed a customer charge for each month remaining in the term.
- BREACH/DISCONTINUANCE OF SERVICE.** Notwithstanding any other provisions of this agreement, Cooperative may discontinue service if Member has breached any portion of this agreement by failure to make timely payment or otherwise, and Cooperative has given Member notice in accordance with the Service Rules and Regulations of the Cooperative regarding Discontinuance of Service as they may be hereafter amended by order or consent of any Regulatory Authority having jurisdiction.
- NOTICE.** All notices required to be given under the terms and provisions of this agreement may be given by mailing such notice to the other party by United States mail addressed to such other party as indicated above. The notice shall bear the date of its mailing, and shall be effective on and after such date.
- EFFECTIVE DATE/MODIFICATION.** Notwithstanding anything contained herein, this agreement shall not become effective and is not binding until executed by the Cooperative and Member. No modification or alteration of the contractual provisions shall be binding on either party unless reduced to writing and signed by the parties hereto.
- WAIVER.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.
- MEMBERS INSTALLATION.** Member warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring and protective devices of any kind or character) is constructed in accordance with the National Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances, and that member's installation will be maintained in such a manner as to conform to such standards.
- ENTIRE AGREEMENT/LAW GOVERNING.** This agreement constitutes the entire agreement between the parties and supercedes all prior agreements between Member and Cooperative for the service herein described, and Cooperative, and its agents and employees have made no representations, premises, or made any inducements, written or verbal, which are not contained herein. Member agrees that it is not relying on any statements not herein contained. This agreement shall be construed and governed in accordance with the laws of the State of Texas.
- ASSIGNMENT.** This agreement shall not be assigned by Member except in accordance with the Articles, By-laws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of the Cooperative's assigns.
- METER TAMPERING.** In the event Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed the Cooperative may disconnect service and/or estimate electric energy consumed. Member agrees to pay such statement or statements reflecting the highest estimated usage of electricity by Member for the longest period of time such tampering or bypassing may have continued plus all labor, materials and equipment necessary to repair or replace damaged facilities.
- MINIMUM MONTHLY CHARGE.** The minimum charge shall be the customer charge in the applicable rate schedule unless otherwise stipulated under a written contract.
- SERVICE REQUESTED FOR** (applicant to fill in this blank) _____ (Include horsepower if applicable)
(i.e. permanent residence, barn, water well, tank battery, irrigation well, office, etc.)
- CONTRIBUTIONS TO AID OF CONSTRUCTION.** Member shall make an estimated contribution in aid of construction to Cooperative in amount of \$ _____ before construction begins, based on the type of service requested in item 16 above. Such amount will be subject to reconciliation to actual costs upon completion of construction. Any line extension not utilized within one year of application date for type of service requested in item 16 above shall require contribution in aid of construction as shown below. If Member fails to take service within one year of application date as determined by this agreement, Member shall be liable for total cost of facilities installed by the Cooperative as a result of this agreement and such cost is estimated to be \$ _____.

Signature of Applicant/Officer _____

Signature of Spouse/Partner _____

Date _____

(_____)
Home Telephone _____

(_____)
Work Telephone _____

Social Security Number _____

Drivers License/State _____

E-mail Address _____

Service Location _____

Map Number _____

County _____

Date: _____

Witnessed By: _____