

BROWN COUNTY RURAL ELECTRICAL SERVICE AGREEMENT

AGREEMENT, by and between BROWN COUNTY RURAL ELECTRICAL ASSOCIATION (Cooperative) and _____ (Consumer). WHEREAS, the Consumer requests to secure electric service from the Cooperative for Consumer's own use on Consumer's premises located in Section _____ T _____, R _____, _____ Township, _____ County, Minnesota:

Location Number:

IT IS, THEREFORE, AGREED AND UNDERSTOOD AS FOLLOWS:

1. Membership. By accepting electric service from Cooperative, the Consumer shall be deemed to have applied for and has become a member of the Cooperative. A **\$5.00** membership fee shall be paid by Consumer, or at the option of the Cooperative, will be billed to Consumer. The Member shall abide by all the by-laws, policies, rules and regulations of the Cooperative as amended from time-to-time. At the option of the Cooperative, the membership fee will be applied to the final bill upon discontinuance of service.

2. Member's Equipment. All non-cooperative wiring and electrical equipment on Member's premises shall be installed and maintained by the Member at all times in conformity with the requirements of the National Electrical Code, any other applicable local, state or federal laws and with the rules and regulations of the Cooperative. Service to the Member will not be connected until the Member's wiring has been approved by applicable authority and is deemed satisfactory and in conformity with legal requirements by the Cooperative. All of Member's apparatus to be used in connection with and operated by energy furnished by the Cooperative shall be of such design and construction and installed and operated in such manner as not to interfere with service to other Members.

3. Continuity of Service. All reasonable effort will be made to supply continuous and uninterrupted service. The Cooperative shall have the right to suspend the supply of electric energy for the purpose of making repairs, betterments or extensions, or when necessitated by acts or regulations beyond its control. The Cooperative shall not be liable for any damage caused by failure to maintain service in whole or in part due to any cause whatsoever. The Member agrees that the Cooperative shall not be liable to Member for personal injuries or damages to property resulting from the use of electrical energy furnished through the equipment of the Cooperative on Member's premises, except in the event of Cooperative negligence, and the Member agrees to hold harmless the Cooperative from injuries to persons or damages to property of third parties resulting from the use of such energy. The Member consents to communications from the Cooperative relating to the provision of service to the Member.

4. Payment. Member shall pay for such service as billed by the Cooperative and according to the applicable rate schedule as amended from time-to-time. The Cooperative shall provide sixty (60) days written notice to the Member of any change in such schedule. In the event a current bill is not timely paid, a 1.5% penalty will be added to the billed amount. Non-receipt of bill by Member will not prevent addition of penalty. The Member will earn patronage dividends each year according to By-Laws and policies of the Cooperative.

5. Meters. Meters will be sealed, and Member shall not tamper with or break such seals or allow others access to do so. The Member shall notify the Cooperative as soon as Member becomes aware of a damaged or broken seal. The Cooperative has a right of access to the Member's premises at all reasonable times for the purpose of installing, reading, inspecting or repairing any meters, devices and other equipment used in connection with its supply of electricity or for the purpose of removing its property.

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6. Equipment. The Member shall make available to the Cooperative a suitable site, as determined by the Cooperative to place the Cooperative's physical facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto for inspection, maintenance, replacement, relocation or repair thereof at all reasonable times. As part of the consideration for service, the Member shall be the Cooperative's bailee of such facilities and shall accordingly desist from interfering with, impairing the operation of or causing damage to such facilities, and shall use best efforts to prevent others from so doing. In the event such facilities are interfered with, impaired in their operation or damaged by the Member, or by any other person when the Member's reasonable care and surveillance could have prevented such, the Member shall indemnify the Cooperative and any other person against death, injury, loss or damage resulting therefrom, including, but not limited to, the Cooperative's cost of repairing or relocating any such facilities and its loss, if any, of revenues resulting from the failure or defective functioning of its equipment. In no event shall the responsibility of the Cooperative extend beyond the point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises, or beyond the combination circuit breaker meter base panel if such is owned and maintained by the Cooperative, except that the Cooperative shall, in accordance with its applicable service rules and regulations, indemnify the Member for any overcharges for service that may result from a malfunctioning of its metering equipment. It is specifically understood that the title and ownership in and to all poles, wires, cross arms, insulators, line hardware, switching and protective devices, transformers, appurtenances, service extensions, connections and all other equipment up to and ending at the Member's end of the service extension shall be and is exclusively the property of the Cooperative free from any claim or charge of any nature, whatsoever, and the Member hereby grants and conveys unto the Cooperative, its successors and assigns, all necessary rights-of-ways, permits and easements for the construction and maintenance of the Cooperative's said property upon the real estate owned by the Member and served hereunder. The Cooperative shall have a first lien on all stock and patronage credits and other interests standing on its books for all indebtedness of the Member. The Cooperative shall have the right, exercisable at the option of the Board of Directors, to set off such indebtedness against the amount of stock and patronage credits or other interests standing on its books; provided, however, that nothing contained herein shall give the Member any right to have such set off made.

7. Termination. This agreement shall continue in force unless terminated by either party upon 30-days written notice.

Do you wish to opt-out of Operation Round Up? (New members are automatically enrolled.) Yes No

Do you have an electric vehicle or plan to purchase one? Yes No

I (we) elect to have the Capital Credit Retirements applied to the electric bill. (When applicable) Yes No

I (we) elect to enroll in receiving monthly statements, newsletters, promotions, etc. electronically. Yes No

I (we) wish to receive text messages from Brown County Rural Electric Association regarding load control, past due balances, promotions, event reminders, etc. Yes No

Consumer/Member Signature **Primary Phone #** **Cell Phone #**

Social Security # _____ **or Federal Id #** _____

Date of Birth: _____ **E-mail:** _____

Ethnic: White _____ Hispanic/Latin _____ Black/African Amer _____ Amer Indian _____ Asian _____ Other _____

Date _____

Cooperative Representative

Revised & Approved: March 31, 2022