

# MEMBERSHIP APPLICATION

The undersigned (hereinafter called the "applicant") hereby applies for membership in, and agrees to purchase electric energy from, the Lower Yellowstone Rural Electric Association, Inc., Sidney, Montana (hereinafter called the "Association") upon the following terms and conditions:

1. The applicant will pay the Association the sum of \$10.00, which is the applicant's membership fee.
2. The applicant will, when electric energy becomes available, purchase from the Association all electric energy used on the premises described below and will pay "therefore" monthly at rates which will be fixed by the Board of Trustees of the Association.
3. The applicant will cause his premises to be wired in accordance with the wiring specifications approved by the Association at his own expense. Any materials or appliances installed by the Association in or on the premises owned or occupied by the applicant shall be and remain the property of the Association.
4. The By-Laws of the Association are incorporated into and are part of this contract. The applicant will comply with and be bound by the provisions of the Articles of Incorporation and By-laws of the Association, (including future amendments thereto), and such rules and regulations as may from time to time, be adopted by the Association. Applicant acknowledges receipt of a copy of the by-laws.
5. The applicant agrees to execute and deliver without cost or charge to the Association, on its demand, any easement or easements deemed convenient or necessary for the operation or maintenance of an electric transmission or distribution line or system used by the Association or its assigns, together with right of ingress or egress for the purpose of constructing and maintaining such lines including the right to trim any trees and branches constituting a hazard thereto. This agreement shall be binding upon the successors and assigns of the applicant as to any properties served by the Association.
6. The applicant by paying a membership fee and becoming a member assumes no personal liability or responsibility for any debts or liabilities of the Association, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.

The acceptance of this application by the Association shall constitute an agreement between the applicant and the Association, and the contract for electric service shall continue in force from the date service is available by the Association to the applicant, and thereafter until canceled by either party.

7. Applicant agrees to pay the following interest, penalties and collection fees and costs:
  - a. Applicant will forfeit any or all discounts when full balance due is not paid by the 10th of the month.
  - b. The applicant agrees to pay \$1.00 or interest at the rate of 1 1/2% per month, compounded monthly (annual simple interest equivalent 19.6%), whichever is greater, on an account which is delinquent for more than 30 days.
  - c. If applicant fails to promptly and correctly read any meter for two consecutive months, applicant will pay a meter reading fee to be set by policy, which will be applied to his account.
  - d. Applicant will pay a fee set by policy if a trip to applicant's premises becomes necessary to collect past due accounts.
  - e. Applicant agrees to pay reasonable attorney's fees and costs incurred by Lower Yellowstone Rural Electric Association for collection of applicant's delinquent accounts.
  - f. If applicants electric service is disconnected for non-payment, a new application will be required before service will be restored, and a new membership fee will be charged before service is restored.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Applicant

Witness: \_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Print Applicant Name Here