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## MEMBERSHIP APPLICATION

Customer #:

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

1. The applicant will pay LYREC the sum of \$10.00, which is the applicant's membership fee.
2. The applicant will, when electric energy becomes available, purchase from LYREC 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 LYREC.
3. The applicant agrees that LYREC may contact them regarding important cooperative related information, outages or emergencies. The correspondence can be made via cell phone, landline or through electronic communication.
4. The applicant will cause their premises to be wired in accordance with the wiring specifications approved by the Cooperative at their own expense. Any materials or appliances installed by LYREC in or on the premises owned or occupied by the applicant shall be and remain the property of LYREC.
5. The Bylaws of LYREC 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 Bylaws of the Cooperative, (including future amendments thereto), and such rules and regulations as may from time to time, be adopted by LYREC. Applicant acknowledges receipt of a copy of the Bylaws. A digital copy of LYREC Bylaws is available at [www.lyrec.com](http://www.lyrec.com).
6. The applicant agrees to execute and deliver without cost or charge to LYREC, 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 LYREC 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 LYREC.
7. The applicant by paying a membership fee and becoming a member assumes no personal liability or responsibility for any debts or liabilities of LYREC, and it is expressly understood that under the law their private property is exempt from the execution for any such debts or liabilities.

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

8. Applicant agrees to pay the following interest, penalties and collection fees and costs:
  - a. The applicant agrees to pay \$1.00 or interest at the rate of 1.5% per month, compounded monthly (annual simple interest equivalent 19.6%), whichever is greater, on an account which is delinquent.
  - b. Applicant will pay fees set by policy to collect past due accounts.
  - c. Applicant agrees to pay reasonable attorney's fees and costs incurred by LYREC for collection of applicant's delinquent accounts.
  - d. If applicant's 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.

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Applicant:

Date: \_\_\_\_\_

\_\_\_\_\_  
Applicant:

Operation Roundup: **(please initial one)**

Opt In \_\_\_\_\_

Opt Out \_\_\_\_\_