



The undersigned (hereinafter called the "Applicant") hereby applies for membership in, if not a member, and also applies for electric service and agrees to purchase electric energy from Southwest Tennessee Electric Membership Corporation (hereinafter called the "Cooperative"), upon the following:

- 1. TERM. The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative and shall become effective as of the application date, provided, however, that all provisions hereof relating to the availability of and payment for energy shall become effective at the earliest date at which the Cooperative is ready to deliver energy and the Applicant is ready to take such energy, which is estimated to be on or about _____. This agreement shall continue in effect for an initial term of _____ and shall be renewed from month to month thereafter until such time as it shall be terminated in a manner consistent with the bylaws and policies of the Cooperative. This agreement shall supersede any and all powers of prior agreements.
2. MEMBERSHIP. If not a member, the Applicant will pay the sum of \$5.00, which, unless this application is rejected by the Cooperative, will constitute the Applicant's membership fee. 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 (over) as may from time to time be adopted by the Cooperative. By becoming a member, the Applicant assumes no liability or responsibility for any debts or liabilities of the Cooperative, and it is understood that his private property is exempt from execution for any such debts or liabilities.
3. DELIVERY. The Cooperative will supply and the Applicant will take and pay for all the energy required for the operation of the load described below. The point of delivery for energy supplied shall be at the electric service entrance connection and maintenance by Cooperative of approximately the stated voltage and frequency at said point of delivery shall constitute delivery of energy for the purposes of this agreement. The energy supplied to the Applicant hereunder will be metered at the low-voltage side of the step-down transformer or transformer bank(s) to be constructed, owned, and operated by the Cooperative. The Cooperative will install only such protective devices as in its opinion are necessary for protection for its facilities supplying energy.
4. FEES. Applicant shall pay Cooperative for energy furnished in accordance with the rates, charges, and provisions of the below stated rate schedule as modified or replaced from time to time by agreement between the Cooperative and its power supplier. Applicant shall pay deposits and fees as described below. The Applicant agrees that any collection fees, including attorney and court costs, incurred by the Cooperative for collection of past due amounts may be added to the Applicant's account.
5. EASEMENT. Applicant shall furnish the Cooperative gratis with a suitable site, for the period hereof, the facilities installed thereon to be considered the personal property of the Cooperative. The Cooperative shall have free right of ingress and egress on said site, and Applicant shall supply right-of-way over Applicant's property to such site. Applicant shall, upon request of the Cooperative, grant easement over, on, and under such lands owned or leased by or mortgaged to Applicant as the Cooperative may require to furnish energy to Applicant or other applicants or members.
6. JOINT AND SEVERAL. In the event this application is for joint membership and is accepted as such by the Cooperative, all parties agree that each shall be jointly and severally liable for any and all obligations, financial or otherwise, which may exist between the parties and the Cooperative, regardless of whether or not the Joint members share a spousal relationship at such time as any obligation to the Cooperative may occur.
7. ASSIGNATION. This agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto but is not assignable by Applicant without written consent of the Cooperative.

Form fields for Applicant Name, Date of Birth, Social Security #, Drivers License #, Other ID, Co-applicant Name, Service Address, Mailing Address, and Employer information.

Table with 8 columns: SERVICE TYPE, MAX POWER REQ. (kW), WIRES/PHASES, VOLTAGE, RATE, DEPOSIT, AID-TO-CONS., MIN. BILL.

Boxed area for DEPOSIT NUMBER, MEMBERSHIP NUMBER, and CSR INITIALS.

Signature and Date lines for APPLICANT SIGNATURE, CO-APPLICANT SIGNATURE, and STEMC REPRESENTATIVE.

Application for Service

Each prospective Customer desiring electric service may be required to sign Distributor's standard form of application for service or contract before service is supplied by the Distributor.

Deposit

A deposit or suitable guarantee approximately equal to twice the average monthly bill may be required of any Customer before electric service is supplied. Distributor may at its option return deposit to Customer after one year. Upon termination of service, deposit may be applied by Distributor against unpaid bills of Customer, and if any balance remains after such application is made, said balance shall be refunded to Customer.

Point of Delivery

The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at the expense to Distributor.

Customer's Wiring Standards

All wiring of Customer must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code.

Inspections

Distributor shall have the right, but shall not be obligated, to inspect any installations before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises.

Underground Service Lines

Customers desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.

Customer's Responsibility for Distributor's Property

All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.

Right of Access

Distributor's identified employees shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Distributor.

Billing

Bills will be rendered monthly and shall be paid within fifteen (15) days from date of bill at the office of Distributor. Failure to receive bill will not release the Customer from payment obligation. Should bills not be paid as above, Distributor may at any time thereafter, upon five (5) days written notice to Customer, discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, but, thereafter the gross rates shall apply, as provided in Schedule of Rates and Charges. Should the final date for payment of the bill at the net rates fall on a Sunday or holiday, the business day next following the final date will be held as a day of grace for delivery of payment. Net rate remittances received by mail after the time limit for payment of said net rates will be accepted by Distributor if the incoming envelope bears United States Post Office date stamp of the final date for payment of the net amount or any date prior thereto.

Discontinuance of Service by Distributor

Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. Distributor may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer.

Reconnection Charge

Whenever service has been discontinued by Distributor as provided above, or a trip is made for the purpose of discontinuing service, a charge of not less than One Dollar (\$1.00) may be collected by Distributor before service is restored.

Termination of Contract by Customer

Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.

Service Charges for Temporary Service

Customers requiring electric service on a temporary basis may be required by Distributor to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

Interruption of Service

Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property

resulting from interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

Shortage of Electricity

In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Services of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

Voltage Fluctuations Caused by Customer

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

Additional Load

The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.

Standby and Resale Service

All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

Notice of Trouble

Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

Non-Standard Service

Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

Meter Tests

Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of the Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and the testing charge of the One Dollar (\$1.00) per meter will be paid by Customer. In case the test shows the meter to be in excess of two percent (2%), fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

Relocation of Outdoor Lighting Facilities

Distributor shall, at the request of Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.

Billing Adjusted to Standard Periods

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

Scope

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Distributor.

Revision

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.

Conflict

In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

Statement of Non-Discrimination

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-09410, or call (800) 795-3273 (voice) or (202) 720-6382 (TDD).