Miami-Cass County Rural Electric Membership Corporation

Membership Application and Agreement

Miami-Cass County Rural Electric Membership Corporation (“Cooperative,” “We,” “Us,” or similar term) is an electric cooperative incorporated and operating under the Indiana REMC Act. The following individual(s) (“Applicant,” “You,” or similar term) applies to become a member of Cooperative:

Name(s):

Mail Address:

Telephone Number:

Electronic Mail Address(es):

Last 4 digits of Social Security Number(s):

 The individual(s) signing this Miami-Cass County Rural Electric Membership Corporation Membership Application and Agreement (“Application and Agreement”) represents that: (1.) If one individual is listed as Applicant, then he or she is the listed individual; and (2.) If more than one individual is listed as Applicant, then: (a) he or she is one listed individual; (b) he or she is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the other listed individual(s); and (c) the listed individuals are applying to become joint members of Cooperative.

You apply and request to consume, receive, purchase, or otherwise use (“Use”) electric energy and/or electric energy distribution service, electric energy wheeling service, or other electric energy related service described in the Service Addendum (“Service”) from Us at the following location (“Initial Service Location”):

Street Address:

City and State:

Service Addendum. Other electric energy related service:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consents, Authorizations and Representations. In applying to become, and in remaining, a member of Cooperative:

1. ***Membership*** – You consent to being a member of Cooperative.
2. ***Credit Report*** – You authorize Us to request, receive, and/or evaluate any written, oral, or other communication of information from a consumer reporting agency, financial institution, or other individual or entity regarding Your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which We might use or collect to establish, wholly or partially, Your eligibility for past, present, or future extension of credit, which We might use in connection with a past, present, or future credit transaction, or which We might use to review or collect a past, present, or future account, associated with Us providing Service at the Initial Service Location and each other location at which You or Your agent or representative applies to Use a Service provided by Us (“Service Location”). If we decide to obtain information from an individual or entity regarding your creditworthiness, credit standing, credit capital, character, general reputation, personnel characteristics, or mode of living, you understand that we will provide, at your request, the name and address of the reporting agency and the nature the substance of information contained in such report.
3. ***Capital Credit Offset*** ***and Unclaimed Capital Credits***– You authorize Us, in Our sole discretion, to recoup, offset, or set off any amount owed to Us by You, including any compounded interest and late payment fee, by reducing the amount of any capital credits or patronage dividends, retired and paid to You, regardless of any statute of limitation or other time limitation. If: (a) We retire and pay capital credits, patronage dividends, or similar amounts to You; (b) We deliver these amounts to Your last known address; and (c) You fail to claim these amounts within three years, You voluntarily and irrevocably transfer these unclaimed amounts to Us.
4. ***Ownership, Control, or Occupancy of Property*** – You represent that You lawfully own, control, or occupy: (a) the real, personal, and intangible property to or for which We provide Service (“Property”) at each Service Location and (b) the real property underlying or comprising each Service Location.
5. ***Government, Safety, and Operating Regulations*** – You represent that all Property at each Service Location complies with regulations and requirements necessary to lawfully Use Service.’

Agreements, Grants, and Transfers. In applying to become, and in remaining, a member of Cooperative:

1. ***Pay for Service*** – You agree to pay all current and future dues, assessments, fees, security and other deposits, contributions, prices, rates, late fees, delinquency charges, finance charges, interest, and other amounts charged or assessed by Us for Service provided to a Service Location. The Cooperative reserves the right to change a deposit or require other guarantee as satisfactory to the Cooperative. The Cooperative, in it discretion, may require a deposit or other guarantee for contribution in aid of construction. You also agree to pay Us for Our damages, costs, and expenses, including attorney fees and legal expenses, caused by or associated with Your failure to: (a) pay any amount charged or assessed by Us; (b) comply with the Governing Documents; or (c) provide Us truthful, accurate, and complete information.
2. ***Comply with Governing Documents*** – You agree to comply with this Application and Agreement and with, as they currently exist or as they are later adopted or amended, Our: (a) articles of incorporation; (b) bylaws; (c) any service rules and regulations; (d) rate or price schedules; and (6) rules, regulations, and actions adopted, taken, or approved by Our board of directors (collectively, “Governing Documents”), all of which constitute a contract between You and Us. All of the above documents have either provided to You or are available upon request.
3. ***Grant Easement*** – Pursuant to terms and conditions specified by Us, and without financial compensation from Us, You agree: (a) to grant or transfer to Us a written servitude, easement, profit prendre, license, or other right requested by Us to provide Service to Property at a Service Location, to provide electric energy or electric energy distribution service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by Us to other persons and (b) to execute a document regarding this grant or transfer. At the location and within the dimensions determined or established by Us, and without financial compensation from Us, You grant and transfer to Us an exclusive servitude, easement, profit prendre, and covenant, with an appurtenant burden running with the land and a divisible, transferable, and assignable benefit in gross, across each Service Location: (a) permitting Us to access, construct, install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate, or replace poles, lines, and other property specified by Us to provide Service to Property at the Service Location, to provide electric energy or electric energy distribution service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by Us to other persons; (b) permitting Us to cut, trim, or remove vegetation and other growth specified by Us; and (c) prohibiting You and successor owners, controllers, and occupiers of the Service Location from using the Service Location in a manner prohibited by Us.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Signature Printed Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Signature Printed Name Date

(Two signatures are required for joint membership)

Received by Miami-Cass REMC Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_