



## TERMS AND CONDITIONS FOR SERVICE

The person who agrees below (hereinafter called the Applicant) hereby applies for membership in and agrees to purchase energy from Wiregrass Electric Cooperative, Inc., a corporation, its successors and assigns (hereinafter called the Cooperative); and the applicant and Cooperative agree as follows:

1. The Applicant applies for membership and encloses with his/her application the appropriate membership and deposit fees. In the event this application is not accepted by the Cooperative, the membership fee and deposit will be returned to the applicant.
2. When the Cooperative makes electric energy available to Applicant, Applicant agrees to purchase from the Cooperative and pay monthly to the Cooperative for all electric energy used by the Applicant, and/or billed through the meter placed upon his/her premises, in accordance with the rate schedule and rules and regulations established by the Cooperative. The minimum monthly charge for service under this contract will be that as provided for in the applicable rate.
3. The Applicant acknowledges that the Cooperative cannot guarantee a continuous supply of electric energy. Applicant assumes all risks, loss, or damage which may occur as the result of interruption in electric service. Applicant agrees that all three phase motors shall have under voltage protection against single phasing.
4. The Applicant and Cooperative agree that any controversy or claim arising out of or relating to this contract, the breach of this contract and/or the provision of electric energy to Applicant shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
5. The Applicant hereby grants to the Cooperative, its successors and assigns, the right and easement to construct, operate, repair and maintain on any lands owned by applicant and in or upon all streets, roads or highways abutting said lands, its electric distribution and service lines and appurtenances, and also the right to cut or trim trees necessary to keep them clear of all parts of the electric system and to cut hazardous trees which now or may hereafter injure or endanger any part of the electric system.
6. The Applicant represents and warrants that he/she has wired or caused to be wired the premises according to all applicable electrical codes.
7. The Applicant shall comply with and be bound by the provisions of the bylaws as may be adopted from time to time by the members and the rate schedule, terms and conditions and policies which may be adopted from time to time by the Board of Trustees of the Cooperative.
8. The Cooperative shall pay for the Applicant an appropriate amount of any funds accruing to Applicant for annual subscription to "Alabama Living Magazine". It is agreed that the cost of this publication shall reduce such funds in the same manner as would any other expense of the Cooperative.
9. Applicant agrees that if a check for membership fees and/or consumer deposits is returned to the Cooperative unpaid for any reason, electrical service may be terminated by the Cooperative immediately without notice to applicant.
10. Applicant agrees to provide the Cooperative with his or her correct mailing address and to provide the U.S. Postal Service with a mailbox or other proper facility for the delivery of mail. Applicant further agrees that all correspondence to applicant from Cooperative shall be presumed to have been delivered when mailed to the address provided to the Cooperative by Applicant.
11. Applicant agrees to installation of underground line on property if agreed by construction personnel. While Cooperative personnel make every effort to sufficiently cover trenches, some indentations in trench may occur when soil settles.

Applicant will not hold Cooperative responsible for landscaping problems following trench work and will personally be responsible for landscape following installation of service.

12. The applicant agrees to pay all reasonable costs associated with collections of past due accounts including but not limited to reasonable attorney fees, expenses, and court cost.

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, its successors and assigns, and the contract for electric service shall continue in force from the date service is made available by the Cooperative to the applicant, and thereafter until cancelled under the terms of this agreement or in accordance with the By-laws, and rules, regulations or policies of the Cooperative.

## **STATEMENT OF NON-DISCRIMINATION**

Wiregrass Electric Cooperative, Inc. has filed with the Federal Government a Compliance Assurance in which it assures the Rural Utilities Service that it will comply fully with all requirements of Title VI of the Civil Rights Act of 1964; all requirements of Section 504 of the Rehabilitation Act of 1973, as amended; all requirements of the Age Discrimination Act of 1975, as amended; and all requirements of the rules and regulations of the U.S. Department of Agriculture to the end that no person in the United States shall, on the ground of race, color, or national origin, solely by reason of such person's handicap, or on the basis of age, in its policies and practices relating to applications for service or any other policies and practices relating to the treatment of beneficiaries and participants including employment, rates, conditions and extension of service, admission or access to or use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants or the exercise of any rights of such beneficiaries and participants in the conduct of the operations of this organization. The person in the organization responsible for coordinating the nondiscrimination compliance efforts of this organization is the Office Manager.

Any individual, or specific class of individuals, who feels subjected by this organization to discrimination prohibited by Title VI of the Civil Rights Act, by Section 504 of the Rehabilitation Act, by the Age Discrimination Act or by the rules and regulations of the U.S. Department of Agriculture may personally or through a representative, file with the Office of the Secretary, U.S. Department of Agriculture, Washington, DC 20250; or the office of the Administrator, Rural Utilities Service, Washington, DC 20250; or this organization, or all, a written complaint. Such complaint must be filed not later than 180 days after the alleged discrimination, or by such later date to which the Secretary of Agriculture or the Administrator of the Rural Utilities Service extends the time for filing. Identity of the complaints will be kept confidential except to the extent necessary to carry out the purposes of the rules and regulations of the United States Department of Agriculture.