

FOR OFFICE USE ONLY

Mbr. # _____ Rate _____ Dep. \$ _____ Avail. Chg. \$ _____ S.O. # _____
W.O. # _____

APPLICATION AND AGREEMENT FOR ELECTRIC SERVICE

Leakey Branch Office
P.O. Box 899
Leakey, Texas 78873

Bandera Electric Cooperative, Inc.
P.O. Box 667
Bandera, Texas 78003

Comfort Branch Office
P.O. Box 36
Comfort, Texas 78013

(PLEASE PRINT OR TYPE NAME(S) AND BILLING ADDRESS)

(hereinafter called the "Applicant") hereby applies for electric service from the Bandera Electric Cooperative, Inc., Bandera, Texas 78003 (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. If not an existing member of the Cooperative, Applicant will pay to the Cooperative the sum of \$25.00 which will constitute the Applicant's membership fee. The membership fee will be billed on the first month's bill. Upon termination of this agreement, as provided below, the Applicant shall be entitled to a refund of such membership fee, provided all electric energy and other charges owed by the Applicant to the Cooperative are paid.
2. Applicant will establish satisfactory credit or make a deposit as set forth in the Cooperative's tariff. Said tariff is a part of this agreement to the same extent as if fully set out herein and is on file and available at the Cooperative's offices.
3. The Applicant does hereby grant to the Cooperative the right to enter the land of the Applicant at all reasonable times to survey, design, stake, place, construct, operate, repair, maintain, relocate, or replace an electric distribution and/or service line or system, including the right to install the Cooperative's service lock as necessary. It is further agreed that the Cooperative is herein granted the right to cut and trim trees and shrubbery to the extent necessary for said survey and other activities, and the right to clear the land within a right-of-way of ten (10) feet either side of all electric lines and guy wires on Applicant's property and to keep it clear of all brush, trees, structures, and other obstructions, including the right to cut and trim all dead, weak, leaning or dangerous trees located outside of said rights-of-way area which are tall enough to strike the electric facilities in falling. Nothing shall be placed or permitted to remain within the rights-of-way which may damage or interfere with the installation and maintenance of the electric system. It is further understood that the Cooperative shall not be liable for either direct or consequential damages to Applicant's property, real and/or personal, resulting or arising from any action taken by Cooperative employees in carrying out work or activities associated with design and construction of the electric service applied for herein, except when the negligence of Cooperative employees was the sole proximate cause of said damage. It is understood that, where required, the Cooperative will use its best efforts in obtaining right-of-way easements over land belonging to third parties, however, it is understood and agreed between the parties hereto that, if the Cooperative is unable to obtain said easements from third parties, there is no liability for service under this application until said easements can be obtained. It is further understood that the Cooperative is not required herein to undertake condemnation proceedings, or pay for the easements herein contemplated, and it is further agreed that the Applicant will, if necessary, be responsible for obtaining necessary easements from third parties.
4. The Applicant does hereby agree to comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. It is expressly agreed that electric service applied for herein is to be provided for and taken in accordance with the provisions of this agreement and the Cooperative's tariff. Applicant agrees to have the installation wired so it meets the National Electric Code requirements and Cooperative's wiring specifications, as well as other applicable standards that may be imposed by law, ordinance, or regulations. Applicant acknowledges that said compliance is Applicant's sole responsibility and is not monitored or inspected by the Cooperative and agrees to maintain all wiring, motors, and electrical apparatus so that it will be safe to use and will not interfere with service to other consumers on the Cooperative's system.
5. If a new line extension is required, it is expressly understood that there is no liability for service under this application until any applicable "Engineering Fee" or "Contribution in Aid of Construction" charges have been paid in full as set forth in the Cooperatives Tariff. Applicant hereby agrees to furnish true and correct information in conjunction with this application as requested and provided for in the Applicant's Service Data form which is attached hereto and made a part of this application. It is also understood that a minimum contract term of one (1) year shall be required on the purchase of power agreement when new

construction is required, even if the Applicant pays 100 percent of the construction cost. The term shall begin upon 30 days after service is made available, or the date on which the service is connected, whichever is sooner. Members desiring to disconnect before the term of the contract is expired shall be required to pay an amount equal to the sum of the remaining availability charges (including any applicable taxes, franchise fees, etc.), in addition to any current or past due amounts owed, and the line extension is subject to immediate removal. _____ Applicant's Initial

6. Applicant promises to pay to the Cooperative for service hereunder at rates set forth in the Cooperative's applicable rate schedule and shall be subject to the terms and conditions set forth in the Cooperative's tariff as may be from time to time adopted by the Cooperative. If the Applicant fails to pay any monies hereunder, the Cooperative may initiate proceedings to discontinue electric service to the Applicant. Failure of the Cooperative to exercise such option to discontinue service in the event of Applicant's failure to pay shall in no event constitute a waiver of the Cooperative's right to discontinue service, and each day of breach by nonpayment thereafter by Applicant shall constitute a separate breach of this Agreement. Should the classification of the account be misrepresented, changed, or in error, the Cooperative reserves the right to apply the correct rate schedule and adjust billings accordingly. The Cooperative may collect any amounts owed it by the Applicant for electric energy or other service delivered, and if Applicant becomes delinquent in the account with Cooperative, the Cooperative may sue Applicant in a court of competent jurisdiction to obtain judgment or other legal relief for same. Applicant hereby agrees that in the event of default in the payment of any monies due hereunder to the Cooperative, and the Cooperative places such account in the hands of any attorney or other agency for collection, Applicant agrees to pay at Bandera, Texas all reasonable attorney's fees and collection expenses incurred in such manner.
7. The Cooperative shall not be liable for the interruption of electric power or energy by acts of God or other circumstances as set forth in the Cooperative's tariff.
8. It is further understood and agreed between Cooperative and Applicant that the venue of any and all litigation arising out of breaches of the provisions of this agreement shall be in Bandera County, Texas.
9. This agreement shall become effective on the date written below and shall remain in effect until terminated by either party giving to the other, a one month notice in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year stated below.

Primary Applicant:

Print _____	Signature _____
SSN# _____	DL# _____
Home Phone _____	Business Phone _____
Mobile Phone _____	Email Address _____
Physical or 911 Address _____	Gate Combo _____

Spouse / Other Applicant

Print _____	Signature _____
SSN# _____	DL# _____
Home Phone _____	Business Phone _____
Mobile Phone _____	Email Address _____

Business Applicant

Company Name _____ Tax ID# _____

By: _____ Owner Corporate Officer Partner

*if signature is that of other than Pres., Vice Pres., Partner or Owner, Power of Attorney must be attached hereto.

BANDERA ELECTRIC COOPERATIVE, INC.

Accepted by: _____ Title: _____ Date: _____

Meter#

Reading