



Application and Agreement for Service On Existing Meter

Please print your information clearly and complete all required fields.
Any discrepancies may result in a delay in processing your application.

Previously had or currently have service with BEC? Yes No Renter Owner Landlord

Service Address _____ City, State _____ Zip _____

Service Start Date (if applicable) _____ Meter or Pole # (if applicable) _____ Gate Code (if applicable) _____

APPLICANT INFORMATION

Last Name _____ First Name _____ Middle Initial _____ DOB _____

SSN _____ DL#* _____ State _____

***MUST PROVIDE A COPY OF STATE IDENTIFICATION OR PASSPORT**

Mailing Address _____ City _____

State _____ Zip _____ Email _____

Home Phone _____ Business Phone _____ Cell Phone _____

Applicant's Signature _____ Date _____

IF BUSINESS APPLICANT, also include:

DBA or Company Name _____ Tax ID or EIN # _____

Name (print): _____ Owner Partner Corporate Officer

Signature _____

***Authorized person of company Must provide a copy of SOS, IRS, or Duns Certificate of Filing**

CO-APPLICANT INFORMATION (if applicable)

Last Name _____ First Name _____ Middle Initial _____ DOB _____

SSN _____ DL#* _____ State _____

***MUST PROVIDE A COPY OF STATE IDENTIFICATION OR PASSPORT**

Home Phone _____ Cell Phone _____ Email _____

Co-Applicant's Signature _____ Date _____

FOR OFFICE USE ONLY

Date: _____ Deposit: _____ Member #: _____

Accepted by: _____ Billing Cycle: _____ Avail. Charge: _____ Rate: _____

Meter #: _____ Reading: _____ S.O. #: _____ W.O. #: _____

The undersigned Applicant for service (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 be assessed a \$25 membership fee upon submitting Application for Service.
2. 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.
3. Upon termination of either (1) active electric utility service or (2) this agreement, the Member acknowledges the continuing responsibility for providing a valid forwarding address to the Cooperative for all future correspondence, including with regard to the Cooperative's future patronage allocations or the Member's receipts of patronage payments. The Member therefore agrees that the Member's failure to provide a valid mailing address will be deemed as the Member's voluntary contribution to the Cooperative (student scholarship fund, etc.) of all remaining patronage allocations and payments associated with the membership.

Applicant's Signature: _____ **Date:** _____

Co-Applicant's Signature: _____ **Date:** _____

4. Please designate if you are including additional services provided by BEC:

- | | | | |
|--|-----------------------------|--|-----------------------------|
| <input type="checkbox"/> Auto Pay | Applicant's Initials: _____ | <input type="checkbox"/> Paperless Billing | Applicant's Initials: _____ |
| <input type="checkbox"/> SmartHub Bill Notification | Applicant's Initials: _____ | <input type="checkbox"/> PrePay Program | Applicant's Initials: _____ |
| <input type="checkbox"/> Operation Round Up | Applicant's Initials: _____ | <input type="checkbox"/> BEC Solar Array | Applicant's Initials: _____ |
| <input type="checkbox"/> Outdoor LED Lighting | Applicant's Initials: _____ | <input type="checkbox"/> Community Solar | Applicant's Initials: _____ |
| <input type="checkbox"/> BEC Fiber Broadband Internet | Applicant's Initials: _____ | <input type="checkbox"/> Time Based Usage Program | Applicant's Initials: _____ |

Applicant will provide an excellent letter of credit from their current utility provider (must show 12 months of continuous service and no more than 1 late payment), or make a deposit (deposit based on service location), if required, 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 and website BanderaElectric.com.

5. 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, fiber optic 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.
6. 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.
7. 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 Cooperative's 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.

APPLICANT'S INITIALS: _____ **CO-APPLICANT'S INITIALS:** _____

8. 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 or internet 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 35% in collection expenses incurred in such manner.
9. 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.
10. 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.
11. This agreement shall become effective on the date written above 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 above.

Return all paperwork along with a copy of your state identification, or passport, by any of the following options:

Email: **MAS@BanderaElectric.com**

Mail: **Bandera Electric Cooperative
Attn: Member Relations
P.O. Box 667
Bandera, Texas 78003**

Fax: **Bandera Office: 830.796.4597**

Phone: **866.226.3372**

BEC Office Locations:

Bandera Headquarters:
3172 State Hwy 16 N.
Bandera, TX 78003

Boerne Office:
2 Spencer Road, Suite #103
Boerne, TX 78006

Comfort Office:
739 Front Street (Hwy 27)
Comfort, TX 78013

Leahey Office:
485 West Ranch Road 337
Leahey, TX 78873



Establishment of Capital Account

Select one of the following capital accounts (“account”) by placing your initials next to the account selected:

___ (1) **MEMBERSHIP ACCOUNT WITHOUT “P.O.D.”** (PAYABLE ON DEATH) DESIGNATION. The member to the account owns the account. On the death of the member, ownership of the account passes as a part of the member’s estate under the member’s will or by intestacy.

Enter the name of the member: _____

___ (2) **MEMBERSHIP ACCOUNT WITH “P.O.D.”** (PAYABLE ON DEATH) DESIGNATION. The member owns the account. On the death of the member, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the member’s estate.

Enter the name of the member: _____

Enter the name or names of the P.O.D. beneficiaries and the last four of their SSN: _____

___ (3) **JOINT-MEMBERSHIP ACCOUNT WITH RIGHT OF SURVIVORSHIP**. The parties to the account own the account jointly. On the death of a member, the member’s ownership of the account passes to the surviving parties.

Enter the names of the parties: _____

___ (4) **JOINT-MEMBERSHIP ACCOUNT WITH RIGHT OF SURVIVORSHIP AND P.O.D.** (PAYABLE ON DEATH) DESIGNATION. The parties to the account own the account jointly.

On the death of the last surviving member, the ownership of the account passes to the P.O.D. beneficiaries.

Enter the name of the member: _____

Enter the name or names of the P.O.D. beneficiaries and the last four of their SSN: _____

ACKNOWLEDGMENT: I acknowledge that I have read each paragraph of this form and have received disclosure of the ownership rights to the accounts listed above. I have placed my initials next to the type of account I want.

Signature

Date