



STEARNS ELECTRIC ASSOCIATION CONDITIONS OF APPLICATION FOR MEMBERSHIP AND ELECTRICAL SERVICE

Upon acceptance for membership by the Stearns Electric Association Board of Directors, the signed Application for Membership and Electrical Service shall constitute an agreement between Stearns Electric Association, hereinafter referred to as the "Cooperative," and the organization or individual(s) applying for membership, hereinafter referred to as the "Member," which shall remain in force until terminated under one of the conditions outlined in the Bylaws of the Cooperative. The Cooperative agrees to sell and deliver electric energy to the Member, provided that the amount of electric energy furnished to the Member may be limited, and the Member agrees to purchase all electric energy from the Cooperative, in accordance with the following terms and conditions:

1. The Member will comply with the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and such policies, procedures, rules and regulations, as may from time to time be adopted, established or amended by the Cooperative. Receipt and use of electric service in the absence of a signed Application for Membership and Electric Service shall constitute the user a Member of the Cooperative subject to its Articles of Incorporation, Bylaws, policies, rates, rules and regulations, and said user shall be responsible for payment of all electric service consumed.
2. Electric energy purchased from the Cooperative will be purchased by the Member at rates set by the Cooperative. The Member will pay a one-time administrative fee to set up their account. The Member will pay a monthly minimum basic service charge, called "Fixed Charge," set by the Cooperative regardless of the number of kilowatt-hours of electric energy used. The member will pay a per-kilowatt-hour charge for energy use.
3. Billing for new electric service will begin when construction by the Cooperative has been completed. A transfer of service refers to the change in billing responsibility for electrical service from a previous member to a new owner/occupant. With the transfer, the new owner/occupant assumes responsibility for the account and monthly bill beginning at the time of transfer.
4. The Member's premises must be wired in compliance with the National Electrical Code. All of the Member's apparatuses to be used in connection with and operated by electric energy furnished by the Cooperative shall be designed, constructed, installed and operated in such a manner as not to interfere with neighboring services or cause voltage level or power quality issues for other Members and electric energy consumers connected to the Cooperative's Distribution System. In the event that such an apparatus does not comply with the above requirements, the electric service may be discontinued until the condition has been remedied by the Member.
5. The Cooperative will endeavor to provide continuous electric service, but does not guarantee an uninterrupted and undisputed supply of electric energy or service free of electrical variations. The Cooperative will not be responsible for any loss or damage resulting from interruptions or disturbances of electric service for any cause other than gross negligence by the Cooperative. The Cooperative will not be liable for any loss of profits or other consequential damages resulting from the use of electric service or any interruption or disturbance of electric service. The Cooperative shall have the right to suspend the supply of electric energy for the purpose of making repairs, betterments or extensions, or when necessitated by acts or regulations beyond its control.
6. The Member and Landowner hereby grant an easement to the Cooperative to enter onto said premises to construct, operate, inspect, rebuild and maintain distribution lines, facilities, extra equipment and/or additional wiring subsequently attached, up to the meter or weatherhead, that provide electric service to the said premises or the premises of other Members or electric energy consumers. This shall include the right of ingress and egress over the premises, and the right to cut or trim trees and spray herbicide in the line Right-of-Way in order to maintain clearances in accordance with industry, Rural Electric Service (RUS) and Cooperative standards. This shall also include the right to repair or replace the Cooperative's underground lines and read, maintain and replace the Cooperative's meters. The Member and Landowner agree to keep the easement clear of future overhead, surface or upright obstructions such as, but not limited to, trees, shrubs, buildings, fences, walls, pillars, sidewalks or hard surfacing without prior coordination and consent from the Cooperative.
7. By-pass meter sockets shall be located only where indicated by the Cooperative. Meters will be sealed and such seals shall not be tampered with, cut or broken without the consent of the Cooperative, except in cases of emergency. Disconnect devices shall be placed immediately below all meters that are not located on a building or that serve more than one service entrance. The Cooperative's distribution system employs advanced metering infrastructure. The Member consents to the Cooperative's use of advanced metering infrastructure in providing electrical service to the Member.
8. The Member grants and conveys the Cooperative a security interest in all Capital Credits the Member is entitled to receive per the Bylaws of the Cooperative. The Member also authorizes the Cooperative to recoup, offset or set off any amount owed to the Cooperative out of all Capital Credits the Member is entitled to receive per the Bylaws of the Cooperative.
9. If the Member defaults on said Member's account and the Cooperative commences collection proceedings, the Member must pay late payment fees, as well as all costs of collection incurred by the Cooperative, including reasonable legal fees, in collecting all amounts owed.
10. The Member should choose the type of Cooperative membership that best applies. The type of membership (single, joint or organization) the Member selects will impact Capital Credit distribution options. Accounts will be established as specified on the application. Please discuss any questions with a representative in the Cooperative's Billing department.
11. The Member is automatically enrolled to participate in the Cooperative's Operation Round Up program, a voluntary program in which the Member's electric bill is automatically rounded up to the next highest dollar. The annual contribution from each participating Member will not exceed \$11.88. Contributions are tax deductible and are used to provide financial assistance to non-profit organizations, community projects and other worthy causes within the Cooperative's service territory, in accordance with the Cooperative's Trust Board funding guidelines. Members that do not wish to participate must complete an opt out form, which is available from the Cooperative.

Stearns Electric Association is an equal opportunity provider and employer.