

TERMS AND CONDITIONS

The undersigned (hereinafter called the "Applicant") hereby applies for membership in, and agrees to purchase electric energy from West Kentucky Rural Electric Cooperative Corporation (hereinafter called the "Cooperative") upon the following terms and conditions:

1. **MEMBERSHIP FEE**

The Applicant will pay to the Cooperative the amount specified in the Cooperative's Bylaws which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Upon termination of service after the term of this contract and upon settlement of final billing, the membership fee will be refunded to the Applicant or, at the option of the Cooperative, be applied against the final billing for electric service. In the event the Cooperative is unable to furnish service to the Applicant, the membership fee will be returned to the Applicant.

2. **PAYMENT**

The Applicant will purchase from the Cooperative all electric energy used on the premises described herein and will pay therefor monthly at rates to be determined from time to time in accordance with the Bylaws of the Cooperative. The Applicant will pay the minimum bill provided on the Rate Schedule for his service classification, regardless of the number of kilowatt hours consumed. The Cooperative reserves the right to discontinue service to the premises described herein upon non-payment for any services or products or for any other obligations which shall from time to time become due and payable.

3. **DELIVERY POINT**

The connector(s) utilized to dead-end the Cooperative's supply conductor shall constitute the delivery point and all service equipment, wiring and appurtenances beyond said connector(s), with the exception of the Cooperative's meter, shall be installed and maintained by the Applicant. The Cooperative assumes no duty or liability for any service equipment, wiring or appurtenances not installed by it, or for any injury to persons or property resulting from service equipment, wiring or appurtenances installed by the Applicant. The Applicant hereby releases and agrees to hold the Cooperative, its officers, directors, employees and agents harmless from any and all claims for injuries to persons or property beyond the above defined delivery point.

4. **BYLAWS, RULES AND REGULATIONS**

The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, as amended and revised, and such rules and regulations as may from time to time be adopted by the Cooperative. The Cooperative is a regulated utility and has in its own right established rules and regulations. All the rules and regulations referred to herein, as well as its Bylaws and Articles of Incorporation, as amended and revised, are made a part of this application, incorporated by references as if fully copied herein, and will supersede and prevail over any inconsistent terms of this Membership Application/Agreement.

5. **PERSONAL LIABILITY**

The Applicant, by paying a membership fee and becoming a member, assumes no liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.

6. **CONTINUITY**

The Cooperative shall use reasonable diligence to provide the Applicant with a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of elements or inability to secure rights-of-way, or other permits needed, or breaker or fuse operation, or any other cause beyond reasonable control of the Cooperative, the Cooperative shall not be liable therefor.

7. **TERM**

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative and this contract for electric service shall continue from the date service is made available by the Cooperative to the Applicant, and thereafter until cancelled by either party to the other. This section of the application does not apply to the right of the Cooperative to terminate this agreement for non-payment of bills or for violation of any of the rules and regulations, Bylaws, or Articles of Incorporation as herein referred to in Paragraph (4) of the application.

8. **SUCCESSION**

This agreement may be assigned by the Applicant only with the consent of the Cooperative but shall be binding upon and inure to the benefit of the successors, legal representatives, heirs, devisees, and assignees of the respective parties hereto.

9. **CONSENT TO OCCUPY**

The Membership Application/Agreement shall constitute an irrevocable license to the Cooperative to construct, operate, maintain and repair electric lines and any other electric or communications infrastructure on, over or under the real estate of the Applicant, including the right of the Cooperative to cut, trim, doze, mow or spray trees, shrubbery or other vegetation deemed necessary by the Cooperative to properly and adequately clear and maintain right-of-way in accordance with policy and procedure established by the Cooperative's Board of Directors or management and further including the right of the Cooperative to provide service to the member himself or to other members and customers of the Cooperative and to ingress and egress as may be necessary or convenient to the extension of said service.

10. **DEPOSIT**

The Cooperative may require from the applicant at any time a deposit in accordance with policy and procedure established by the Cooperative's Board of Directors or management prior to service connection as a guarantee of payment of current bills. Such deposit may be refunded after the final bill has been paid or may be applied against any underpaid billing, at the Cooperative's option, upon discontinuance of service.

11. **ALTERATIONS**

No agent or representative of the Cooperative has the power to amend, modify, alter, or waive any of the provisions of this contract or any of the general terms and conditions relating not herein contained. Any promise, agreements, or representations made by any agent or representative of the Cooperative not herein set forth shall be void and of no effect.

Applicant's Signature (husband or single)

Applicant's Signature (wife)