

BLACK WARRIOR ELECTRIC MEMBERSHIP CORPORATION
P.O. Box 779 • Demopolis, Alabama 36732

"APPLICATION FOR MEMBERSHIP AND FOR ELECTRIC SERVICE"

The undersigned (herein called the "Applicant") hereby applies for membership in, and for electric service from BLACK WARRIOR ELECTRIC MEMBERSHIP CORPORATION, (hereinafter called the "Cooperative") upon the following terms and conditions:

1. The Applicant agrees to pay to the Cooperative the sum of \$5.00 along with each application as a membership fee, which sum is not refundable; and after the \$5.00 is paid, Applicant shall be eligible for election to membership in the Cooperative when accepted by the Board of Trustees as required by the By-laws of the Cooperative, regardless of the Applicant's age, sex, religion, race, color, or national origin, (see Policy No. 19 on back of this form)
2. The Cooperative agrees to refund to the Applicant the above \$5.00 sum paid as a membership fee, upon written request as received by our Demopolis office only if the Cooperative is unable to provide electric service to the premises described below in keeping with its established Policies, Rules and Regulations, and By-laws.
3. The Applicant agrees to pay a cash deposit in the amount of \$ 200.00 along with this "Application for Membership and for Electric Service", which sum is refundable, after termination of all electric services to the Applicant, and all bills and obligations for service to him are satisfactorily settled with the Cooperative, (see Policy Bulletin No. 21 on back)
4. The Applicant will cause his premises to be wired in accordance with wiring specifications approved by "The National Electrical Safety Code" and the "Rural Electrification Administration", Washington, D.C. (hereinafter called R.E.A.)
5. The Applicant agrees to grant the necessary easements and rights-of-way for the Cooperative's power lines, poles, guys, transformers, etc., over (or under) his property, free of charge and furnish any other easements at his expense which may be necessary in order to render and maintain electric service to the Applicant. This includes, but is not limited to, the right of access to the Applicant's premises by duly authorized representatives of the Cooperative, at all reasonable times in order to render and maintain service, collect, read meters, clear and maintain rights-of-way, etc.
6. The Applicant will, when electric energy becomes available, purchase from the Cooperative, all electric energy used on the premises described below, and will promptly pay the Cooperative for all energy and capacity used as indicated by metering equipment owned, maintained, installed and sealed by the Cooperative, monthly at a rate established by the Cooperative's Trustees and approved by "REA". After electric service has been made available, Applicant agrees to pay a minimum bill of at least \$ _____ per month regardless of the applicable rate minimum or number of kilowatt hours metered, continuously for _____ months, (see Policy Bulletin No. 20 and 24 on back of this form)
7. The Applicant agrees to voluntarily read, and accurately record, his meter reading on the stub portion of his monthly bill in the spaces provided on or about the same date each month, and to return to the Cooperative the completed stub along with his payment prior to the 20th calendar day of each month. Your cooperative employs this "Honor System" of meter reading in order to reduce our operating costs while at the same time provide a proven method for producing accurate monthly service bills to all consumers that cooperate, if applicable.
8. The Applicant agrees to comply with, and be bound by, the provisions of the Cooperative's By-laws, Policies, Rules and Regulations as may from time to time be adopted by the Cooperative and "REA".
9. The Applicant agrees to pay a penalty on all accounts that are not paid in full on or before the 20th of each month. Accounts are NET and DUE IN FULL on the first day of each month, and will become delinquent on the 15th of the month if not paid in full, and will be subject to penalty charges and discontinuation of service if not paid in full on or before the 20th of the month. The Applicant agrees that the Cooperative cannot be responsible for any delay in the mail, (see Policy No. 23 on back of this form)
10. In addition to the above stipulated amounts, the Applicant may also be required to pay to the Cooperative in advance, a lump sum non refundable construction or service charge in the amount of \$ _____ provided that the Applicant's service location or power requirements cannot adequately be met by the Cooperative's existing facilities in keeping with its By-laws, Policies, Rules and Regulations as may be amended from time to time.
11. The Applicant also agrees that if at any time the Cooperative is required to move or relocate any of its existing facilities for the convenience or benefit of the Applicant, the Cooperative will do so only at the Applicant's expense.
12. If the delivery of electric power is interrupted due to an act of God or nature, such as but not limited to wind, lightning, storms or flood, or from injunction or strike, or from riot or invasion, or from fire or accident, or from breakdown or failure of its system or from maintenance or repairs to its system, or from any other cause reasonably beyond the Cooperative's control, the Cooperative shall not be liable to the Applicant for such interruption, but shall use its best efforts to restore the service promptly. During such interruptions, the Applicant shall have the right to use such power as may be available provided that no Cooperative-owned facilities are ever energized from another source.
13. The acceptance of this Application by the Cooperative shall constitute an Agreement between the Applicant and the Cooperative, which shall continue in force for a minimum period of one calendar year from the date service is first made available by the Cooperative, and shall continue thereafter, until canceled by written notice given by either party to the other party, at least thirty (30) days in advance.

If the Applicant is required to also execute a written "Agreement for Electrical Power", this executed "Application for Membership and for Electric Service" shall be attached thereto and made a part thereof, provided however, that where the stipulated terms and conditions appear in conflict between the two documents, on any point, it is understood by both parties that the terms and conditions as stated in the "Agreement for Electric Power" shall prevail.

Dated: _____ 20 _____ Signed: _____
Phone: _____ Account name (printed) _____
Previous Occupant: _____ Address: _____
SS#: _____ City/St. _____ Zip: _____

OFFICE USE ONLY
TOTAL AMOUNT PAID \$ _____ LOCATION _____ DIST.# _____

POLICY BULLETIN NO 19

SUBJECT - Statement of Nondiscrimination Among Beneficiaries of REA Programs
Reference: REA Bulletin No. 20-19

BLACK WARRIOR ELECTRIC MEMBERSHIP CORPORATION has filed with the Federal Gov a Compliance Assurance in which it assures the Rural Electrification Administration that it will comply fully with all requirements of Title VI of the Civil Rights Act of 1964 and Rules and Regulations of the Department of Agriculture issued thereunder, to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of its program and the operation of its facilities. Under this Assurance, this organization is committed not discriminate against any person on the ground of race, color or national origin in its policies and practices relating to applications for or any other policies and practices relating to treatment of beneficiaries and participants or the exercise of any rights of extension of service, use of any of its facilities, attendance at and participation in any meetings of beneficiaries and participants including rates, conditions and such beneficiaries and participants in the conduct of the operations of this organization.

"Any person who believes himself, or any specific class of individuals, to be subjected by this organization to discrimination prohibited by Title VI of the Act and the Rules and Regulations issued thereunder may, by himself or a representative, file with the Secretary of Agriculture, Washington, D.C. 20250, or the Rural Electrification Administration, Washington, D.C. 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 Rural Electrification Administration extends the time for filing. Identity of complainants will be kept confidential except to the extent necessary to carry out the purpose of the Rules and Regulations."

POLICY BULLETIN NO. 20 (Excerpts) Subject: Unlawful Acts

"The normal penalty for theft of electricity by any method shall be \$100 for each incident, in addition, a charge will be made for actual kwh's used, or if actual usage is not available, charges will be computed using Management's best reasonable estimate of kwh's used. The Board of Trustees may suspend the membership and eligibility to receive electric service for a period of up to six months."

POLICY BULLETIN NO. 21 (Excerpts) Subject: Meter Deposits

"The Management of Black Warrior EMC may, at any time deemed advisable in order to protect the Cooperative, collect a security cash deposit in an estimated amount of an average two and one-half (2/2) months billing from any consumer-member of the Cooperative. The basis for computing the amount of such deposit shall be either the consumer-member's own recent billing history, or Management's reasonable estimate of monthly usage based on the connected load, regardless of the consumer-member's age, sex, religion, race, color or national origin."

POLICY BULLETIN NO. 23 (Excerpts) Subject: Delinquent Accounts

"A penalty shall be added to all accounts with an unpaid balance after the 20th calendar day of each month."

POLICY BULLETIN NO. 24 (Excerpts) Subject: Returned Checks

"Consumer's checks that are not honored and paid on demand by the consumer's bank for any reason when presented, are returned to Black Warrior's bank and charged back to the Cooperative's account. This is not good business or economical for either party. It is expensive to you, the consumer, your bank, Black Warrior EMC, your cooperative. Therefore, it is the established policy of Black Warrior EMC to discourage the practice so far as possible." A handling charge will be added to each returned check. Also, if it becomes necessary to send an employee out to collect from any consumer, due to a returned check, there will be an additional service charge due. After three (3) bad checks are issued by any consumer during a twelve (12) month period or when disconnected due to a returned check, we will accept payment in cash, money order, or cashier's check only.

~

A copy of all our Policy Bulletins and By Laws may be obtained at our Demopolis Office.

BLACK WARRIOR ELECTRIC MEMBERSHIP CORPORATION