

LA PLATA ELECTRIC ASSOCIATION, INC.
 Application for Electric Service and Membership Certificate
Commercial

Revised 1/5/2015

Name: _____ Title: _____
 DBA: _____ Tax ID: _____ SSN: _____
 Service Address: _____ City: _____
 Subdivision: _____ Block: _____ Lot#: _____
 Billing Address: _____ City/State: _____ Zip: _____
 Primary Phone: _____ Cell Phone: _____ Other Phone: _____ Fax#: _____
 Date Service Wanted: _____ Email Address: _____
 Service is: Existing New Type of Business: _____
 Applicant is: Property Owner Tenant Contractor
 Name of Principal or Authorizing Agent: _____
 Business is: Corporation Partnership Proprietorship Notes: _____

The undersigned (hereinafter called the "Applicant") hereby applies for and agrees to purchase electric energy from the La Plata Electric Association, Inc. (hereinafter called the "Association") upon the following terms and conditions:

- The Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Association, and such rules, regulations, and policies as may periodically be adopted by the Board of Directors of the Association.
- The Applicant agrees, when electric service is available to these premises, to pay the monthly charge in accordance with the applicable rate schedule. Applicant understands and agrees that the Association's responsibility does not extend beyond the point of the Applicant's ownership of the Applicant's service wires with the exception of the electric meter or pre-pay metering and associated equipment.
- The Applicant hereby agrees to support and assist the Association in obtaining the right, privilege and easement to construct, operate and maintain the necessary electric facilities together with full right of ingress and egress, as may be necessary to extend and maintain this service. If the Association must purchase or condemn right-of-way, it will do so at the sole expense of the Applicant. The Applicant agrees it shall be solely responsible for the Association's actual expenses for: the acquisition, purchase or condemnation of right-of-way; surveying; special archaeological or environmental studies and permitting; the expenses associated with the construction of roads and reclamation of land damage. The Applicant shall pay to the Association such estimate of costs prior to the Association's commencement of construction. No portion of such payment of expenses is refundable to the Applicant. Any necessary subsequent costs related to permitting and/or renewals or extensions of rights-of-way shall be borne solely by the Applicant. his/her/its heirs, successors or assigns.
- The Applicant hereby also grants the Association the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric facilities. All boring and trenching provided by the Applicant for the installation of the underground system must be located within the dedicated easements and the Applicant hereby warrants that the location of all required boring and trenching provided by the Applicant so conforms. Any boring and trenching found now, or in the future, outside of the dedicated easement will be relocated within the dedicated easements, and all costs for the relocation will be the responsibility of the Applicant.
- The Applicant agrees to meet standards set forth under the Institute of Electrical and Electronics Engineers (IEEE) standard M519-1992-Harmonic Voltage and Current Limits: In the event the Association finds the Applicant's service is not within compliance of these standards, the Association will require the Applicant to come into compliance within sixty (60) days after receiving written notice from the Association. If not in compliance after sixty (60) days, the Association will disconnect the Applicant's service until such time as the Applicant can demonstrate compliance.
- Upon mutual acceptance, this application for electric service shall constitute a valid binding agreement between Applicant and the Association and shall continue in force until canceled by the Applicant with at least a twenty-four hour prior written notice, which must be received by the Association during regular office hours. This agreement may be terminated by the Association for any reason authorized by the Association's Bylaws or for a material breach of this agreement, including failure of the Applicant to comply with the rules, regulations and bylaws of the Association. The Applicant will remain liable for all charges incurred for electric service herein until the Association is advised of a change in the service.
- The Applicant agrees to pay a deposit with the Association, such service security deposit as is required by the rules and regulations of the Association. The Applicant hereby grants and Association takes a security interest in said deposit as collateral for service to be applied by the Association, upon any non-payment. Termination of service, insolvency, or petition for bankruptcy by undersigned Applicant. The Association shall apply said deposit to bills due the Association and refund any unused portion of deposit upon termination of electric service to the Applicant.
- If this agreement is for the installation of new service it should be noted that, if this agreement is cancelled subsequent to design and engineering, but prior to construction and connection of new electric service, the Applicant shall be held liable for all costs incurred by the Association in the performance of such activities. It should be further noted that, new electric service and temporary construction service under this agreement are available without actual connection for only one (1) year, thus Applicant should plan to have permanent wiring completed and must request actual connection within that year, or this agreement will terminate and Applicant shall pay the Association for any outstanding service charges arising from this agreement.
- The Association will schedule construction projects with the Applicant for a specific date upon request by the Applicant or their representative. Any cost overrun attributable to delays or changes caused by the Applicant or their representative will be the responsibility of the Applicant. If your trench will not be ready on the agreed date, you must notify the Association's construction supervisory personnel on or before 7a.m. of the agreed date. If the Association's construction crews show up and the trench is not ready, to specification, a \$600 fee will be charged to the Applicant.
- Unless Applicant also signs the Disclaimer of Membership below, this Application shall constitute an application for membership in the Association. As a member of the Association, Applicant assumes no personal liability or responsibility for any debts or liabilities of the Association, and it is expressly understood that Applicant's private property cannot be attached for any such debts or liabilities of the Association. As a member of the Association, the Applicant agrees to comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Association, as the same may periodically be lawfully amended. Each member of the Association, or in the case of a joint membership, the holders thereof jointly, or any one of them, but not all, shall be entitled to one (1) vote and no more upon each matter submitted to a vote of the Association's members.

 Owner/Officer
 Date: _____

 Applicant

 Applicant

ROUND-UP AUTHORIZATION (OPTIONAL): Yes, I wish to help our communities by rounding up my electric bill. Applicant Initials _____

DISCLAIMER OF MEMBERSHIP (OPTIONAL): The undersigned hereby chooses **NOT** to become a member of La Plata Electric Association, Inc. As a customer of the Association, the Applicant agrees to comply with and be bound by the provisions of the Articles of Incorporation and Bylaws, as the same may periodically be lawfully amended.

 Primary Applicant
 Date: _____

 Applicant

 Applicant

(OFFICE USE ONLY)

Account#: _____ Application Fee: **\$25.00** TO BE BILLED ON FIRST BILL
 Membership #: _____ Service Call Fee: **\$40.00** TO BE BILLED ON FIRST BILL
 Capital Credit #: _____ Service Deposit amount: _____ SEE "DEPOSITS" LETTER. DUE UPON APPLICATION
 Rate Class: _____ Design Fee: _____ SEE "FEE SCHEDULE" DUE UPON APPLICATION
 Service Order#: _____ Temporary Connect: _____
 Work Order #: _____ **Total Charges:** _____