

## APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

| Name:                  |      |         | SSN: |       |     |  |
|------------------------|------|---------|------|-------|-----|--|
| Joint Name:            |      |         |      | SN:   |     |  |
| Mailing Address:       |      |         |      |       |     |  |
| Phone:                 |      |         |      |       |     |  |
| 2 <sup>nd</sup> Phone: |      |         |      |       |     |  |
| Email Address:         |      |         |      |       |     |  |
| Physical Address:      |      |         |      |       |     |  |
| Employer:              |      |         |      |       |     |  |
| . ,                    | Name | Address | City | State | Zip |  |

The undersigned ("Member") hereby applies for membership in SURPRISE VALLEY ELECTRIC CORP. ("Cooperative") pursuant to the following term and conditions:

- 1. The Member will pay the Cooperative a sum of \$5.00 which, if the Member is accepted by the Cooperative, will constitute the Member's membership fee. In addition, the Member will pay the Cooperative a \$110.00 deposit. If a good credit reference is received with no more than 2 delinquencies, the Member will only pay a \$10.00 deposit. The deposit may be used to offset amounts owed to the Cooperative.
- 2. The Member will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the Member's premises described below, and will monthly pay for electric service at rates determined from time to time in accordance with the By-Laws of the Cooperative. Provided, however, the Cooperative may limit the amount of electric energy to be furnished for industrial uses. A copy of the Cooperative's current retail electric rates may be obtained from the Cooperative's office.
- 3. The Member will cause the premises to be wired in accordance with wiring specifications approved by the Cooperative, the local Building Inspector, and in conformity with the National Electrical Code and any other applicable state, county, or local laws and regulations.
- 4. The Member will comply with and be bound by the provisions of the By-Laws and Policies of the Cooperative, as well as such rules and regulations as may from time to time be adopted to the Cooperative.
- 5. The Member, by paying a membership fee and becoming a Member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.
- 6. This agreement shall be at all times subject to change or modifications, as the respective Public Utilities Commission of the state where service is rendered may, from time to time, direct this exercise of its jurisdiction. This provision shall not be deemed to confer upon said Commission any jurisdiction it does not have under law.

- 7. Upon request by the Cooperative, the Member will provide the Cooperative without cost any easement or rights of way reasonably determined by the Cooperative to be necessary for the Cooperative to provide service to Member and/or other Cooperative members.
- 8. The Cooperative shall use reasonable commercial diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply should fail or be interrupted, or become defective through an Act of God, government authority, action of the elements, public enemy, accident strikes, labor trouble, required maintenance work, inability to secure right ow way, or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable to the Member or any other third parties for any resulting damages.
- 9. Bills for service hereunder shall be paid at the office of the Cooperative in Alturas, California, monthly by the due date due date marked on the billing statement mailed to the Member. If the Member should fail to pay any such bill within the time period required, the Cooperative may discontinue service hereunder by giving fifteen (15) days of notice to the Applicant/Member in accordance with Cooperative policies.
- 10. The \$5.00 membership payment and \$110.00 deposit shall, in event or termination of membership, be first applied against any sum due to the Cooperative by the Member for electric service, and the balance if any, shall be forthwith returned to the Member.
- 11. The Provisions of this agreement shall be incorporated into any supplemental agreement for electric service entered into between the Cooperative and the Member.
- 12. In the event of nonpayment by the Member of any amounts due to the Cooperative, the Member agrees to pay all reasonable attorney fees incurred by the Cooperative in collection of said amounts.
- 13. Although an application has been submitted and accepted by the Cooperative, and all applicable fees have been paid, the Member will not be considered a member of the Cooperative until power is being received by the Member.

| Member(s) Signatures: X                        |   |  |  |  |  |
|--|---|--|--|--|--|
| OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE |   |  |  |  |  |
| Application accepted by                        | y Surprise Valley Electrification Corp. |  |  |  |  |
| Signature                                      | Date:                                   |  |  |  |  |
| ACCOUNT NUMBER                                 | :                                       |  |  |  |  |
| RECORD OF TERMINATIO                           | N/DATE:                                 |  |  |  |  |

Please complete & return by mail, fax, or e-mail (svec@frontier.com) as soon as possible.