



Rich Mountain Electric Cooperative, Inc

RMEC USE ONLY

Account Location No. \_\_\_\_\_

Member No. \_\_\_\_\_

## BUSINESS APPLICATION FOR SERVICE

Application Date

Requested Service Start Date

Service Location Physical Address (Street, City, State, Zip)

Apt. / Suite

Company Legal Name

D.B.A.

Federal Tax ID

Company Phone Number

Additional Phone Number

Type of Business

- Sole Proprietorship     LLC  
 Partnership         Corporation

Primary Contact

Title

Contact Phone Number

Are you the owner of this business?

- Yes     No

Billing address

Email address

Has there ever been electric service at this location?

- Yes     No *(If No, call for a staking appointment.)*

If there is a **SECURITY LIGHT** at this location, would you like to keep it?  Yes     No

Please enroll me in Bank draft

*I authorize Rich Mountain Electric to electronically debit my account monthly, for the amount stated on my bill(s) and if necessary, electronically credit my account to correct erroneous debits. I understand this authorization remains in full force and effect until I notify Rich Mountain Electric in writing, at least five days before the due date.*

Checking

Name(s) on Bank Account

Bank Name

Bank City, State

Savings

Bank Routing Number (max 9 numbers)

Bank Account Number (max 15 numbers)

Use the information above to electronically debit my existing accounts (existing members only.)

The Applicant, whose signature appears below, applies to the RICH MOUNTAIN ELECTRIC COOPERATIVE CORPORATION of Mena, Arkansas, (hereinafter called the "Cooperative") for membership and/or electric service to be supplied at the location herein described and, upon request, at any other location within the area served by this Cooperative. This agreement shall supersede and replace any previous agreement and shall apply to each location the Cooperative furnishes electric service to the applicant.

The Applicant agrees to be bound by and to comply with all Rules of the Arkansas Public Service Commission (APSC) or Oklahoma Corporation Commission(OCC), other applicable laws and regulations, as well as the Cooperative's approved tariffs, Articles of Incorporation, Bylaws, consumer classifications, rates, charges, and service rules and regulations and all other applicable terms and conditions set by the Cooperative, both as the same now exists or may hereafter be adopted, repealed, amended, or supplemented; to pay all fees, deposits, and charges in accordance with the rates, rules, and regulations as now exist or as may hereafter be adopted; and authorizes the Cooperative to verify information provided, including the use of any credit reporting agency to verify identity.

The Cooperative shall operate on a not-for-profit basis as defined by law. As such, all patronage capital, if any, shall be held by the Cooperative in accordance with Ark. Code Ann. §23-18-327 until such time as determined by the Cooperative. In the event the Cooperative disburses patronage capital, it shall remain the Applicant's responsibility to keep the Cooperative informed of Applicant's mailing address.

In the event the Applicant's account becomes delinquent, the Cooperative shall follow the rules and tariffs approved by APSC or OCC and thereafter, the Applicant agrees to surrender the membership fee, deposit, and future patronage capital to extinguish such indebtedness plus any accumulated late charges and interest. Further, the Applicant agrees to pay all cost of collection including attorney's fees, collection fees, and any other related fees and costs.

The Applicant will cause and keep his premises to be wired in accordance with wiring specifications of the appropriate governing jurisdiction and the Cooperative assumes no responsibility for loss or damage due to defective wiring and/or equipment located on the Applicant's side of the meter installation or other agreed to point of delivery.

Applicant agrees that the Cooperative does not guarantee, represent or warrant that the use of service will be uninterrupted, timely, secure or error-free. The Cooperative does not warrant that the results that may be obtained from the use of the service will be accurate or reliable. Applicant agrees that from time to time, the Cooperative may remove the service for indefinite periods of time or cancel the service at any time, without notice to Applicant. Applicant expressly agrees that its use of, or inability to use, the service is at Applicant's sole risk. The service and all products and services delivered to Applicant through the service are (except as expressly stated by us) provided "as is" and "as available" for Applicant's use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall the Cooperative, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from Applicant's use of any of the service or any products procured using the service, or for any other claim related in any way to Applicant's use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service

or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Should the exclusion or the limitation of liability for consequential or incidental damages be limited by law, the Cooperative's liability shall be limited to the maximum extent permitted by law.

Electric service shall be supplied within the voltage range prescribed by Arkansas Public Service Commission's Special Rules – Electric or rules with the Oklahoma Corporation Commission. The Cooperative's standard service voltage will be 120/240 volts, AC, unless otherwise stated in accordance with the approved schedules, rules, regulations, or by mutual agreement. However, in all cases, the voltage supplied to the Applicant may vary by ± 5 percent measured at the meter. Voltage variations in excess of those specified shall not be considered a violation if variations are caused by:

- (1) The operation of power equipment on a customer's premises;
- (2) The action of the elements; or,
- (3) Infrequent and unavoidable fluctuations of short duration in station operation.

The Applicant hereby recognizes the need for the Cooperative to maintain its facilities along all easements. All easements presently installed on the Applicants property, whether recorded, written, or prescriptive, are approved and granted in favor of the Cooperative.

The Applicant agrees SECURITY DEPOSITS are subject to the rules of the APSC or OCC and are subject to the following conditions:

- (1) Residential or personal deposits shall be waived or refunded based on the Applicant's timely payment history defined by the APSC or OCC and evidenced by a certification letter from a previous utility, a third-party personal guarantee from another qualifying individual, or other personal credit measurements determined by the Cooperative.
- (2) Commercial deposits, surety bonds, or irrevocable letters of credit shall be provided by the Applicant to the Cooperative and shall remain in effect for the duration of service. Should a commercial account not have a corporate taxpayer identification number issued by the Internal Revenue Service, the Cooperative shall also require a personal guarantee from the Applicant's principal business owner(s).

Maintaining a valid phone number will help both members and the Cooperative in reporting and restoring outages. Further, it may be necessary at times to contact members by phone electronically or otherwise regarding your account. By signing where indicated below, I authorize the Cooperative, along with the Cooperative's affiliates and/or service providers, to contact me using email and/or any Automated Method of the Cooperative's choosing, at the phone number and/or email address provided by me.

**I HEREBY APPLY TO THE RICH MOUNTAIN ELECTRIC COOPERATIVE CORPORATION FOR MEMBERSHIP AND/OR ELECTRIC SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS APPEARING ABOVE.**

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_