

# Electric Service and Co-op Membership TERMS AND CONDITIONS

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1. Upon acceptance by Pierce Pepin Cooperative Services (PPCS), the Applicant (including, wherever this term is used, any Co-Applicant) shall become a member of PPCS. The signed *Application for Membership and Electric Service* and these Terms and Conditions, along with the PPCS Articles of Incorporation, Bylaws, and such rules, regulations, and policies as may from time to time be adopted by the PPCS Board of Directors or management, constitute a contract between the Applicant and PPCS and shall remain in force until terminated pursuant to the policies of PPCS. Applicant agrees to comply with and be bound by all of those provisions. Copies are available upon request.
2. Applicant acknowledges and agrees that the Cooperative may update and revise these Terms and Conditions from time to time. Applicant will be notified of any material changes to these Terms and Conditions. Applicant's continued use of Cooperative services following any revisions to these Terms and Conditions shall constitute Applicant's consent and agreement to such new and/or revised terms and conditions. Applicant may terminate Applicant's account with PPCS if Applicant does not want to continue receiving service from PPCS in accordance with any changes to these Terms and Conditions.
3. Applicant authorizes PPCS to request, receive, and/or evaluate any written, oral, or other communication of information from a credit or consumer reporting agency, financial institutions, or other individual or entity regarding Applicant's credit worthiness, credit standing, character or mode of living which PPCS may use to establish Applicant's eligibility for extension of credit, credit transactions, or to review or collect a PPCS account held by Applicant. Applicant may be required to provide a deposit to ensure payment of utility bills. The deposit will be included on the first month's bill and may be applied by PPCS to unpaid bills in accordance with PPCS policies.
4. **Telephone Notifications.** By signing the application and disclosing a mobile and/or landline telephone number, Applicant agrees that for Cooperative business, Cooperative agents can call that number, including using an automatic telephone dialer and/or that Cooperative agents can send a prerecorded and/or text message to that number. Such Cooperative business may include, but not be limited to, matters involving service or interruptions in service, emergencies, past due bills, account collections, and other communications about Applicant's account. Applicant understands that Applicant is not required to provide consent as a condition of purchasing any property, goods or services, and may revoke this consent at any time by contacting PPCS. Applicant agrees to notify PPCS immediately if Applicant voluntarily or involuntarily relinquishes any number(s) identified in the *Application for Membership and Electric Service*.
5. Applicant will purchase from PPCS all electric energy for use on the premises designated as the "Service Address." Applicant shall pay monthly, or as otherwise scheduled by PPCS, the rates to be determined from time to time according to PPCS policies, along with any other charges, deposits, interest, fees, and/or penalties.
6. Applicant represents that Applicant lawfully owns, controls, or occupies: (a) the real, personal, and intangible property to or for which the Cooperative provides Service at each Service Address and (b) the real property underlying or comprising each Service Address. Applicant represents that all property at each Service Address complies with: (a) all building, zoning, and similar regulations or requirements necessary to lawfully use PPCS service; (b) all safety, health, and similar regulations or requirements necessary to safely use PPCS service; and (c) all operating, engineering, and similar regulations or requirements necessary to safely, efficiently, and reliably use PPCS service and necessary for PPCS to safely, efficiently, and reliably provide service to Applicant and other persons.
7. Applicant hereby grants and transfers to PPCS a perpetual and exclusive easement and right-of-way on Applicant's property and consents to the entry by PPCS upon the Applicant's property to construct, reconstruct, re-phase, operate, repair, maintain, relocate or replace thereon or under the surface thereof all poles, cable, wire, or other attachments, equipment, accessories, or appurtenances necessary or appropriate for the distribution of electric energy and communication services to the Applicant's premises and the premises of other members, existing or future, under reasonable terms and conditions determined by PPCS. PPCS shall have the right to enter upon and use the right-of-way granted here, without charge, in consideration of the benefits Applicant will receive from PPCS's similar use of rights-of-way provided by its other members for the construction and operation of its system. All lines, meters, and property entrances must be accessible to PPCS.
8. Applicant will execute and deliver to PPCS any and all written easements and affidavits in such form as PPCS may request evidencing the rights conveyed herein over Applicant's property at the Service Address described in Applicant's application for service. Applicant agrees that the Cooperative shall at all times have the right to license, permit, or otherwise agree to the joint use and occupancy of the easement by any other person, association, or corporation for electrification, telecommunication, or cable television purposes without the necessity of obtaining additional consent from Applicant.
9. Applicant acknowledges, agrees, and consents that PPCS may cut, trim, and/or remove, including through the use of chemical brush control, any trees, brush, or other vegetation that might interfere with the construction or operations of PPCS's facilities.

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10. Applicant's premises must be wired in accordance with wiring specifications which meet all PPCS, local, state and national code requirements. (Please refer to the *New Service Handbook*.) Applicant has sole and exclusive responsibility for any wiring done beyond the metering point.
11. PPCS will attempt to provide continuous service but does not guarantee an uninterrupted and undisputed supply of electric service. Applicant agrees to hold PPCS harmless from any loss or damage to life or property resulting from the interruption or disturbance of service for any cause other than gross negligence of PPCS. PPCS will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service. PPCS shall have the right to suspend the supply of electrical energy for making repairs, improvements or extensions, or when necessitated by acts or regulations beyond its control.
12. When application is for joint membership, the Applicants are jointly and severally bound by the terms of this application and agreement and shall be jointly and severally liable for any debts or liabilities owed to PPCS by that membership. If a membership interest held jointly is transferred upon the death of either joint Applicant, such transfer does not release or relieve the deceased Applicant or his or her estate from any debts or liabilities of such Applicant to PPCS. Acceptance into membership of any person who is married shall automatically be deemed an acceptance of his or her spouse as a joint member unless that person otherwise directs in writing. Joint Members are allowed and will share one membership only. One membership is entitled to one vote. The Applicant is solely responsible for selecting the form of PPCS membership appropriate for the Applicant. Applicant acknowledges that the form of membership Applicant selects may impact capital credit distribution options. For example, the joint tenancy form of membership provides that upon death of one joint tenant, the survivor becomes the sole member and retains all accrued capital credits of the deceased.
13. By listing individuals identified as "Authorized Representatives," Applicant is authorizing such Authorized Representatives to have access and make changes to Applicant's account. Applicant is responsible for notifying PPCS of any changes to the Authorized Representatives. Applicant further warrants and represents to PPCS that any individuals designated as Authorized Representatives have consented to receive telephone notifications from PPCS consistent with these Terms and Conditions. Applicant may designate or change its Authorized Representative(s) by contacting PPCS.
14. In submitting the application for membership, Applicant warrants and represents PPCS that the information contained therein is true and correct. Applicant(s) shall be responsible for any damages, costs, and/or expenses, including attorney fees and legal expenses, caused by Applicant(s) failure to pay any amount charged or assessed by PPCS, comply with the PPCS Articles of Incorporation, Bylaws, rules, regulations, or policies, or provide PPCS with accurate and truthful information. It is the responsibility of the Applicant to make any changes or corrections in the name or address of the Applicant, or to advise PPCS of any changes in the Applicant's marital status or provide other information necessary to PPCS for purposes of providing services described herein.
15. As security for any amounts for which Applicant may become indebted to PPCS, including any service charges, penalties, late fees, or other amounts, the Applicant hereby conveys, grants and pledges to PPCS a first priority security interest in all of Applicant's right, title and interest in any patronage capital allocated to Applicant on the books and records of PPCS. PPCS shall be entitled to exercise its rights under the security interest herein conveyed as provided by the Bylaws and by such policies, rules, and regulations as may from time to time be adopted by PPCS, including the right to offset Applicant's indebtedness to PPCS against such patronage capital allocated to Applicant. Applicant hereby authorizes PPCS to file such financing statements or other documentation as may be necessary to perfect this security interest, and Applicant shall cooperate in executing such documents as may be necessary for PPCS to enforce this security interest.
16. If Applicant defaults on Applicant's member's account, Applicant agrees to pay a late payment fee as specified by PPCS, which sums may be deducted from any funds due the member, his/her survivor or estate. If PPCS commences collection proceedings, the Applicant must pay late payment fees and all costs of collection, including reasonable attorney's fees, incurred by PPCS in collecting all sums owed.
17. Off-peak service is provided at reduced rates and subject to periodic power interruptions. Applicant agrees to supply a backup heat source capable of maintaining temperatures at a level to prevent freezing during the interrupted power periods. PPCS retains the right to inspect, with reasonable prior notice, off-peak equipment. Tampering with equipment or unauthorized use of the service will result in: (1) full rate charge applied for the preceding 12 months; (2) termination of off-peak service rate; and (3) removal of all load management equipment. Applicant agrees to be responsible for any damage to PPCS equipment caused by the Applicant's failure to comply with these requirements or any other requirements for off-peak service established under PPCS policies.
18. Operation Round Up<sup>®</sup> Program: As a member of PPCS, Applicant is automatically enrolled in the Operation Round Up program and Applicant's energy bill will be rounded up to the next highest dollar each month. The extra change will benefit charities and community service organizations within PPCS' service territory in accordance with the Guidelines set forth under PPCS policy and the Articles of Incorporation and Bylaws of PPCS. The average yearly cost for participation is about \$6. Applicant further understands that the decision to participate in Operation Round Up can be revoked in SmartHub or by notifying PPCS of such decision at any time.
19. **Termination of Service.** Upon ending service with Pierce Pepin Cooperative Services, member agrees to notify the Cooperative of the termination of services with a minimum of one week's notice. If the property is sold, member must provide a copy of the closing or settlement statement with the new owner's information so that a transfer of service can be made. If service is to a rental property, the member agrees to notify the cooperative of the ending date of service with a minimum of one week's notice. Members are responsible for all usage and charges up to the provided disconnect date.