



APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

Agreement established, between **BEARTOOTH ELECTRIC COOPERATIVE, INC.**(BEC), and _____
(hereinafter called the "MEMBER") upon the following terms and conditions:

1. This membership shall be effective upon acceptance of this application, and all rights and privileges thereto shall continue as long as the member (a) purchases electric energy from BEC and (b) complies with and be bound by the provisions of the Articles of Incorporation, the Amended Bylaws of BEC and any amendments thereto and such Rules and Regulations, service policies and billing procedures as may from time to time be adopted by the Board of Trustees.
2. The MEMBER, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of BEC, and it is expressly understood that under the law the MEMBER'S private property cannot be attached for any debts or liabilities of BEC.
3. The MEMBER, through this application and agreement, and in consideration of BEC'S furnishing electric service, hereby grants and conveys all necessary and convenient right-of-way, easements, rights of ingress and egress to BEC for the purposes of installing, furnishing and maintaining electric service and facilities to the MEMBER, which shall include the right to clear right-of-way (Policy MR405). MEMBER agrees to work with and provide easement to BEC for extending new facilities or relocation of existing facilities.
4. Production or use of electric energy on the MEMBER'S premises, regardless of the source thereof, by means of facilities, which shall be interconnected with BEC facilities, shall be subject to appropriate Rules and Regulations as shall be adopted by BEC. Such facilities interconnected with BEC'S facilities shall require execution of an Interconnection Agreement (Policy MR416) between the MEMBER and BEC.
5. SIGNING this agreement constitutes permission to collect previous credit information for the purpose of determining payment history.
6. In the event the MEMBER defaults on any charges for electric service, construction, extension or any other accounts, BEC shall have the right to collect the entire balance of all monies due and BEC may elect any remedy at law as well as the right to disconnect its electric facilities and lines; in the event of an action at law to enforce collection, the MEMBER agrees to pay BEC'S attorney fees and court costs.
7. BEC shall have the right to apply any or all of the MEMBER'S unretired Patronage Capital toward the payment of the MEMBER'S unpaid billing balance(s).
8. The MEMBER'S membership in BEC and termination or withdrawal of membership shall be governed by the provisions of the Articles of Incorporation, the Amended Bylaws of BEC and any amendments thereto and such Rules and Regulations, service policies and billing procedures as may from time to time be adopted by the board of trustees.
9. **CONTINUITY OF SERVICE:** BEC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power shall fail or be interrupted, or become defective through an act of God, Government authority, action of the elements, public enemy, accident, labor trouble, required maintenance work, inability to secure right-of-way or any other cause beyond the reasonable control of BEC, BEC shall therefore not be liable for damages caused thereby.
10. **BY SIGNING** this application and agreement, the patrons of BEC, by dealing with BEC, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between BEC and each patron, and both BEC and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provision. The provisions of this Article of the Bylaws shall be called to the attention of each patron of BEC by posting in a conspicuous place in BEC's office.
11. **SUCCESSION AND APPROVAL:** This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto. It is agreed that the venue for the enforcement or interpretation of the Agreement shall be Carbon County, Montana.

Customer#: _____

If Application is for a Business (Corporation/Partnership/Trust), please complete the following:

Business Name _____ EIN# _____ Owner/Officer _____

MEMBER:

JOINT MEMBER:

Name (Please Print) _____ Name (Please Print) _____

Member's Signature _____ Joint Member's Signature _____

Mailing Address _____ Physical Address (if different than mailing address) _____

Social Security # _____ DOB: _____ Social Security # _____ DOB: _____

E-Mail Address _____ E-Mail Address _____

Driver's License # _____ State _____ Driver's License # _____ State _____

Employer _____ Phone _____ Employer _____ Phone _____

Cell Phone # _____ Cell Phone # _____

Home Phone # _____

E-bill Yes No Mail Statement Yes No Auto-Pay Yes No (please contact office for Auto Pay information)

OFFICE USE ONLY

Date Received: _____ Deposit Type _____ Deposit Amount _____ Employee Initials _____

New Member Name Change

The USDA has required that we request this voluntary information:

Male Female

White Hispanic American Indian Black/African American Asian Other

Beartooth Electric Cooperative, Inc. is an Equal Opportunity business. Discrimination is prohibited by Federal law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250