



APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

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

1. This membership shall be effective upon acceptance by the Board of Trustees and all rights and privileges thereto shall continue as long as the member (a) purchases electric energy from the COOPERATIVE and (b) complies with and be bound by the provisions of the Articles of Incorporation, the Amended Bylaws of the COOPERATIVE 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 the COOPERATIVE, and it is expressly understood that under the law the MEMBER'S private property cannot be attached for any debts or liabilities of the COOPERATIVE.
3. The MEMBER will, when electric energy becomes available, purchase from the COOPERATIVE all electric energy to be used on land or premises owned by the MEMBER within the service area of the COOPERATIVE, except in such cases the MEMBER (a) has installed their own generation resource, (b) is prohibited by the applicable state law or (c) is waived by the COOPERATIVE, and will pay therefore at rates to be determined from time to time in accordance with the Bylaws of the COOPERATIVE, provided, however, that the COOPERATIVE may limit the amount of electric energy to be furnished for industrial use.
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 the COOPERATIVE facilities, shall be subject to appropriate Rules and Regulations as shall be adopted from time to time by the COOPERATIVE. Such facilities interconnected with the COOPERATIVE'S facilities shall require execution of an Interconnection Agreement between the MEMBER and the COOPERATIVE.
5. Service hereunder shall be _____ phase, _____ wire, _____ volts.
6. The total line extension estimate is \$ _____. Your total estimated line extension costs of \$ _____ minus the new construction fee of \$ _____ plus the remaining line equalization of \$ _____ equals the total line extension charges of \$ _____ which are payable in advance.
7. Once the actual costs of construction are determined, notification to MEMBER shall be made by regular mail and MEMBER shall be given a revised payment schedule. MEMBER agrees to be bound by any adjustments.
8. SIGNING this agreement constitutes permission to collect previous credit information for the purpose of determining payment history.
9. In the event the MEMBER defaults on any charges for electric service, construction, extension or any other accounts, the COOPERATIVE shall have the right to collect the entire balance of all monies due and the COOPERATIVE 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 the COOPERATIVE'S attorney fees and court costs.
10. The COOPERATIVE 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).
11. The MEMBER, through this application and agreement, and in consideration of the COOPERATIVE'S furnishing electric service, hereby grants and conveys all necessary and convenient right-of-way, easements, rights of ingress and egress to the COOPERATIVE 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. The MEMBER also agrees to work with the COOPERATIVE, as necessary, to identify power line corridor acceptable to the MEMBER and provide associated easement for extending said facilities, structures and lines to property and members beyond MEMBER'S property.
12. The MEMBER'S membership in the COOPERATIVE and termination or withdrawal of membership shall be governed by the provisions of the Bylaws of the COOPERATIVE and the Rules and Regulations adopted from time to time by the Board of Trustees of the COOPERATIVE.
13. **CONTINUITY OF SERVICE:** The COOPERATIVE 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 the COOPERATIVE, the COOPERATIVE shall not be liable therefore or for damages caused thereby.
14. **BY SIGNING** this application and agreement, I hereby certify that I have read and fully understand the terms and conditions of this agreement.
15. **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.

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

Business Name

EIN#

President

MEMBER:

JOINT MEMBER:

Name (Please Print)

Name (Please Print)

Driver's License #

State

Driver's License #

State

Social Security #

DOB:

Social Security #

DOB:

Home Phone #

Home Phone #

Cell Phone #

Cell Phone #

Employer

Employer

Work #

Work #

E-Mail Address

E-Mail Address

Member's Signature

Joint Member's Signature

Service Address

City

State

Zip

Mailing Address

City

State

Zip

Full-time Seasonal Irrigation Commercial Industry Rental—Landlord's Name: _____

OFFICE USE ONLY

New Construction New Customer Name Change Transfer Formerly:

Township _____ Range _____ Section _____ Map Loc. # _____

Date Received

BEC Employee Signature



MEMBER CERTIFICATE

Certificate #: _____

This certifies that

Account #: _____

_____ is a member of the
BEARTOOTH ELECTRIC COOPERATIVE, INC.
RED LODGE, MT

Date Issued

PRESIDENT

SECRETARY