Member # \_

## APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

The undersigned (hereinafter called "Applicant") hereby applies for membership in and agrees to purchase electric energy from the Barry Electric Cooperative (hereinafter called "Cooperative") upon the following terms and conditions.

- 1. The Applicant(s) will pay for a deposit if required. The applicant(s) acknowledge that the deposit is non-interest bearing, (ii) the membership or deposit cannot be transferred to another person or entity, and (iii) the deposit will be refunded when all obligations to the Cooperative have been fulfilled.
- 2. Applicant(s) agrees to pay the rate for the type of electric service provided and further acknowledges that the rate may change from time to time in accordance with the Cooperative's by-law's and policies and as set by the Cooperative's Board of Directors.
- 3. Applicant(s) agrees to (i) execute written agreements granting an easement and right-of-way to string wire, install fiber optic cable, set poles, install guy wires and anchors, bury wire and trim or cut trees as may be necessary, in the opinion of the Cooperative, for the construction, maintenance and operation of the Cooperative's distribution system. (ii) Hereby grants duly authorized personnel of the Cooperative the right to enter the premises from time to time in order to construct, retire, relocate, replace, operate, and maintain the property and equipment of the Cooperative, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of Cooperative property, and to cut down dead, weak, leaning, or dangerous trees that are tall enough to strike Cooperative property in falling.
- 4. As a Cooperative member, the Applicant(s) shall receive the **Rural Missouri** a monthly member newspaper which communicates the Cooperative's official notices and authorizes a deduction from my equity in the assets of the Cooperative for the subscription.
- 5. Applicant(s), by signing below, acknowledges that he/she has received, read, and understands the Cooperative's By-Laws and agrees to comply with them and that they may be changed or added to from time to time.
- 6. The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electricity. If the supply of electricity shall fail or be interrupted, or become defective through an act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, equipment failure or any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor or for damages caused thereby.
- 7. Upon acceptance of this application by the Cooperative's Board of Directors, the Applicant(s) will be a member of the Barry Electric Cooperative with such rights and responsibilities as are specified in the By-Laws of the Cooperative. Applicant(s), 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 law, his private property cannot be attached for any such debts or liabilities.
- 8. The Applicant(s) certifies that the ONE box marked is the predominant major use of electricity. If energy purchased results in a sales tax liability due to use other than stated, the Applicant(s) assume responsibility for remitting such tax due directly to the Director of Missouri Department of Revenue.

<u>Select one:</u>	RESIDENTIAL/AGRICULTURE IN CITY LIMITS		BUSINESS IN CITY LIMITS
	RESIDENTIAL/AGRICULTURE OUT OF CITY LIMITS		BUSINESS OUT OF CITY LIMITS
Applicant Signature		Applic Signat	ure
Printed Name		Printe Name	
Social Sec		Social	
No.		No.	
Applicant		Applic	ant
D.O.B		D.O.B	
Billing Address		Phone	
		2 <sup>nd</sup> Pho	one
		Email	

The undersigned (hereinafter called the "Member") hereby applies for participation in the Pre-Pay Program offered to members of Barry Electric Cooperative (hereinafter called the "Cooperative"), and agrees with the Cooperative to follow the following terms and conditions:

- 1. The member shall purchase electric energy from the Cooperative in accordance with the present and any future rate schedule of the Cooperative on a Pre-Pay basis for the above-referenced account.
- 2. The member understands that the terms and conditions set forth in the member's Application For Membership and/or Electric Service continue to apply in addition to the terms and conditions of this Agreement and Pre-Pay Program, subject, however, to any changes set forth in this Agreement.
- 3. The member shall pay any transfer, connect and/or applicable fees as fixed by the Cooperative's by-laws and the policies, rules and regulations of the Board of Directors as may be required for the member to participate in the Pre-Pay Program.
- 4. Any deposit fee previously paid by the member to the Cooperative will be applied to the member's outstanding balance at the commencement of participation in the Pre-Pay Program and any credit remaining after application of the deposit fee shall be applied to the member's Pre-Pay account balance.
- 5. As a result of participation in the Pre-Pay Program, the member will not be mailed a monthly statement of electric usage or other applicable fees or charges. \_\_\_\_\_ (Initial)
- 6. The member shall be responsible to regularly monitor the balance on the Pre-Pay account and understands that electric service will be subject to disconnection including weekends and holidays. Disconnection will occur without any written notification from the Cooperative to the member. Once the member's account balance reaches zero (\$0.00) or has a debit balance the electric service will disconnect. A minimum payment providing a Ten Dollar (\$10.00) credit balance must be established in order to reconnect \_\_\_\_\_ (Initial)
- 7. The member acknowledges that a Payment Options Document has been provided and understand(s) that there is a minimum payment of Ten Dollars (\$10.00) when using a debit or credit card while utilizing any of the payment sites as described in said document. \_\_\_\_\_(Initial)
- 8. The member shall pay any return payment fees and service fees and, further agrees that all such applicable fees are required to be paid in full before any member payments are applied to the balance of the Pre-Pay account.
- 9. The member understands the medical and health conditions of any person located at the address where electric service is furnished by Cooperative and/or inclement weather conditions or temperatures will not postpone disconnection of electric service. \_\_\_\_\_(Initial)
- 10. Prepay accounts shall not be eligible for payment arrangements with the Cooperative and energy assistance shall not be applied until received as payment on the member's Pre-Pay account.
- 11. The member authorizes Cooperative to transfer the outstanding balance of \$ \_\_\_\_\_\_ from the member's account with the Cooperative to the Pre-Pay account and, further, agrees that a percentage of any payments made to this account in the future shall be applied to the balance until said balance is paid in full.
- 12. I/We have read the Pre-Pay Participation Agreement and accept the terms and conditions of the agreement. \_\_\_\_\_(Initial)

## Racial/ Ethnic Group

Please Note: **Your response to this section is optional**. As a participant in a Federal utilities financing program, Barry Electric Cooperative is required to identify and document as accurately as possible the racial/ethnic data on the eligible population in its service area. The information you provide will be used only for **FEDERAL GOVERNMENT REPORTING PURPOSES.** Please Circle.

- a. American Indian or Alaskan Native
- b. Asian
- c. Black or African American
- d. Native Hawaiian or Other
- e. White
- f. Hispanic or Latino
- g. Other

The above application for membership in the Barry Electric Cooperative accepted this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_.

All responsible parties must sign if application is made for joint membership.