

Lea County Electric Cooperative, Inc.

Application for Membership/Service-Business



Welcome to Lea County Electric Cooperative, Inc. (LCEC). We value your business and look forward to meeting your energy needs. We are committed to providing you with the best service, quality and reliability.

The undersigned (hereinafter called the "applicant") hereby applies for membership in, and agrees to purchase electric energy from LCEC (hereinafter called the "Cooperative"), upon the following items:

1. If the applicant is approved by the Cooperative, a) the applicant shall pay the Cooperative, the sum of \$5.00 which sum shall constitute the applicant's membership fee, and (b) the applicant shall satisfactorily establish credit to secure payment for electric service, or, if such credit has not been established satisfactorily to the Cooperative, shall make a utility deposit, all in accordance with the terms and hereafter by its Board of Trustees.
2. A Social Security Number (SSN) or Federal Identification Number (TIN) is required to apply for membership/electric service.
3. New or re-connects will be activated by the end of the next business day that application is made by applicant.
4. Applicant, or applicants if joint, may contact the Cooperative by phone or in person to inquire about the account. To protect the applicant (s), no information will be disclosed until the applicant(s) can identify himself/herself with the last four (4) digits of the social security numbers of applicant(s).
5. Delinquent accounts shall be referred to a collection agency.
6. The applicant shall furnish to the Cooperative any Rights-of-Way, which may be necessary in the opinion of the Cooperative for the construction, maintenance and operations of necessary electric facilities, to service the applicant's premises described below.
7. The applicant shall, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises described below and shall pay thereafter monthly, when the same shall become due and payable, the rates which shall from time to time be fixed by the Cooperative's Board of Trustees, including any minimum bill per month which may be specified herein, regardless of the number of kilowatt hours consumed; any demand fees; and such rates being approved by the appropriate regulatory agency having jurisdiction over the service, rates or charges of the seller.
8. The Cooperative shall not be liable to the Applicant or any other person if it is unable to supply electric energy to Applicant or such supply shall be interrupted or defective through failure or breakdown of Cooperative's supply of electric energy from its supplier or if such failure or interruption or defective condition is caused by failure or breakdown of Cooperative's facilities or by strike, necessary repair of its facilities, labor disturbance, riot, act of God, by accident, the elements, inability to secure right-of-way, or other permits, or authority necessary to provide the same, prohibition by legal processes, direction of any governmental agency or by any other cause beyond the reasonable control of the Cooperative.
9. The applicant will cause his premises to be wired in accordance with wiring specifications approved by the Cooperative. The applicant's metering point is approximately ____ feet from the proposed distribution line of the Cooperative.
10. The applicant shall abide by and be bound by the provisions of the Articles of Incorporation and the Bylaws of the Cooperative, including any subsequent amendments to either of same, and by all of the Cooperative's rules and regulations, whether same are presently in force or are adopted from time to time hereafter by the Cooperative's Board of Trustees. Bylaws are posted on the Cooperative's website.
11. The acceptance of this application by the Cooperative shall constitute an agreement between the applicant and the Cooperative and the contract for electric service shall continue in force for ____ years from the date service is made available by the cooperative to the applicant and thereafter until cancelled by at least thirty (30) days written notice given by either party to the other.

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PLEASE COMPLETE THE FOLLOWING INFORMATION		
APPLICANT INFORMATION		
Company Name:		
Mailing Address:		
City:	State:	ZIP Code:
Service address:		
City:	State:	ZIP Code:
Phone:	Alternate Phone:	Email:
LOCAL EMERGENCY CONTACT		
Name of a authorized local agent:		
Name of authorized local agent:		
Name of authorized local agent:		
Address:		Phone:
City:	State:	ZIP Code:
Title:		
TAX IDENTIFICATION NUMBER		
State of Incorporation:		
Tax ID Number:		
HISTORY		
Have applicant(s) had service with LCEC before? No Yes <i>(circle one)</i>		
If yes, what name was the account listed under?		
Name and address of previous Electric Utility:		
ADDITIONAL INFORMATION		
Local Business Phone:	Type of Service:	Residential (Rental) Irrigation Commercial Oil Field
Type of Business: Proprietorship LLC Partnership Corporation	Website	
AUTHORIZED AGENT(S) ON ACCOUNT		
Name:	Cell:	Alternate Phone:

Please submit the following with this application:

- Articles of Incorporation or Corporate Resolution
- W-9
- Official Listing of Authorized Agents

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NON-DISCRIMINATION STATEMENT

Lea County Electric Cooperative, Inc. is the recipient of Federal financial assistance from the U.S. Department of Agriculture (USDA). The USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call toll free (866) 632-9992 (voice) or (800) 877-8339 (TDD) or (866)377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

TELEPHONE CONSUMER PROTECTION ACT and FAIR DEBT COLLECTIONS PRACTICES ACT CONSENT

In order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

- I/We have read the above disclosure and agree that Lea County Electric Cooperative, Inc. or their agents may contact me/us as described above.
- I/We have read the above disclosure request that Lea County Electric Cooperative, Inc. or their agents may do not contact me/us as described above. Please contact me/us by mail or door hangers.

CONSENT AND NOTICE REGARDING ELECTRONIC COMMUNICATIONS LEA COUNTY ELECTRIC COOPERATIVE (LCEC)

Electronic Signature Agreement. By selecting the "I Accept" button/box, you are signing this Agreement electronically/manually. You agree your electronic/manual signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide LCEC instructions via its website or in accessing or making any transaction regarding any agreement, acknowledgement, consent, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and LCEC. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature constitutes your agreement to be bound by the terms and conditions of the LCEC policies and agreements related to Electronic Communications as they exist on the date of your E-Signature and as subsequently amended by the Cooperative.

Consent to Electronic Delivery. You specifically agree to receive and/or obtain any and all LCEC related "Electronic Communications" (defined below) via electronic mail from LCEC. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices, communications and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your LCEC membership, accounts or privileges. You acknowledge that, for your records, you are able to retain Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records that you use with your E-Signature or receive electronically from the Cooperative. You accept Electronic Communications provided via LCEC's Electronic Communication system as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, including notices required by the bylaws of the Cooperative, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

Paper version of Electronic Communications. You may request a paper version of an Electronic Communication. You acknowledge that LCEC reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication, please contact us at 575-396-3631.

Revocation of electronic delivery. You have the right to withdraw your consent to receive/obtain Electronic Communications from the Cooperative. You acknowledge that LCEC reserves the right to restrict or terminate your access to its Electronic

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Communication system or website if you abuse such system or privileges related to the Cooperative website, as determined in its sole and absolute discretion. If you wish to withdraw your consent, please contact us at 575-396-3631.

Valid and current email address, notification and updates. Your current valid email address is required in order for you to provide E-Signatures and to obtain Electronic Communications from LCEC. You agree to keep the Cooperative informed of any changes in your email address and to maintain a valid and current email address on record with the Cooperative. You may modify your email address by submitting a written request to LCEC, by visiting a branch location, or by submitting a secure message through the LCEC website. The Cooperative may notify you through email when an Electronic Communication or updated agreement pertaining to Electronic Communications is available. It is your responsibility to regularly check for Electronic Communications from the Cooperative and to check for updates to this Agreement posted online at lcecnec.com.

Hardware, software and operating system. You are responsible for installation, maintenance, and operation of your computer, browser and software. The Cooperative is not responsible for errors or failures from any malfunction of your computer, browser or software, nor is the Cooperative responsible for computer viruses or related problems associated with use of an online E-Signature system or receipt of Electronic Communications.

Controlling Agreement. This Agreement supplements and modifies other agreements that you may have with the Cooperative related to this subject matter. To the extent that this Agreement and another agreement contain conflicting provisions, the provisions in this Agreement will control on matters related to E-Signatures and the receipt of Electronic Communications. All other obligations of the parties remain subject to the terms and conditions of any other agreement.

To obtain electric services and receive electronic communications, indicate your consent to the terms and conditions of this agreement by checking on the "I Accept" box. *

I Accept

Customer Signature

Date

SIGNATURES	
I/We authorize the verification of the information provided on this Application. I/We have received a copy of this application.	
Signature of Applicant:	Date:

FOR LCEC OFFICE USE ONLY			
Land Description:	Acres _____	Section: _____	T: _____ R: _____
Location:			
Service Type: <i>(circle one)</i> Residential (Rental) Irrigation Commercial Oil Field			
Assigned Member Number:	Date:	LCEC Employee:	