## KINGSBURY ELECTRIC COOPERATIVE, INC. DeSmet, SD 57231 APPLICATION FOR MEMBERSHIP AND/OR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for electric service and membership in the KINGSBURY ELECTRIC COOPERATIVE, INC., a South Dakota Corporation (hereinafter called the "Cooperative"), and in consideration of the acceptance of this application, the Applicant agrees with the Cooperative on the following terms and conditions:

- 1. Actual receipt of electric energy service from the Cooperative shall be mandatory prior to issuance of a membership certificate. Membership in the Cooperative shall evidenced by a membership certificate, with the corporate seal affixed thereto.
- 2. For each service connection, a non-refundable service connection fee may be charged for which the Applicant agrees to pay before such service connection is made.
- 4. The Applicant represents that, prior to the time electric service is made available by the Cooperative, Applicant's house and/or premises will be safely wired in accordance with the requirements of the National and State Electrical Codes. The Applicant agrees to maintain his wiring system in good condition, and all additional wiring shall be done in accordance with the latest wiring specifications approved by the Cooperative. The Applicant agrees to bear full and complete responsibility for any and all claims for damages arising from, or directly or indirectly caused by such wiring installation; and hereby agrees in consideration of furnishing service as herein requested to hold Kingsbury Electric Cooperative, Inc., and any and all other persons, firms or corporation harmless from the claims of any and all third persons, whomsoever and of whatever kind of description so arising or so caused.
- 5. The Applicant will comply with and be bound by provisions of the Articles of Incorporation and bylaws of the Cooperative and all amendments thereto and any policies, rules and regulations adopted from time to time by the Board of Directors of the Cooperative.
- 6. The Applicant, by becoming a member\* in the Cooperative assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution or other liabilities of the Cooperative.
- 7. The receipt of this application by the Cooperative shall constitute an agreement by and between the Applicant and the Cooperative. The Contract for electric service shall continue in force for \_\_\_\_\_\_YEAR(S) FROM THE DATE SERVICE IS MADE AVAILABLE by the cooperative to the Applicant or date specified in Contract, and hereafter a policy of continuous payment shall be applied until terminated by not less than thirty (30) days written notice given by either party to the other. During the term of the contract for electric service, the Applicant shall be and remain liable to the Cooperative, for the service charges unless and until the Cooperative, in writing, releases the Applicant from any further liability under the contract. Should the Applicant indicate withdrawal from the contract, the Cooperative reserves the right to remove the line. In case of such removal, the Applicant will assume the cost of retiring and reinstalling the line should service again be requested.
- 8. Service for any period less than the term provided in the application or contract agreement for electrical service shall be deemed temporary service, subject to the temporary service policies of the Cooperative with regard to the cost of installing and removing facilities or connecting and disconnecting service.
- 9. The membership of a member who for a period of six months after service is available to him, has not purchased electric energy from the Cooperative, or of a member who has ceased to purchase energy from the Cooperative, may be cancelled by resolution of the Board of Directors. Termination of membership upon withdrawal, death, cessation of existence, expulsion, cancellation or in any other manner shall not release a member or his estate from any debts due the Cooperative. Neither shall conversion of a membership release the estate of the deceased from any debts due the Cooperative.
- 10. The Applicant agrees to give the Cooperative privilege and easement to go upon his lands, as heretofore described in this agreement, for the purpose of installing, repairing, maintaining, operating, extending, and/or removing its facilities.

Date	Location	Membership No.
Name		
Address		
Telephone		
**Signature		Social Security No.
** Signature		Social Security No.

Cooperative Signature

Racial/Ethnic Group

Please Note: Your response to this section is optional. Kingsbury Electric is required to identify and document the racial/ethnic data on the eligible population in its service area. Please circle.

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

<sup>\*</sup>The Term "member" as used in this application shall be deemed to include a husband and wife holding a joint membership and any provisions of the bylaws relating to The rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. No member may hold more than one membership in the Cooperative and no membership in the Cooperative shall be transferable except as provided in the bylaws.

<sup>\*\*</sup> Husband and wife should both sign if application is intended for joint membership.