



Carroll Electric Cooperative Corporation

Reliable | Affordable | Local

The Applicant, whose signature appears below, applies to the CARROLL ELECTRIC COOPERATIVE CORPORATION of Berryville, Arkansas, (hereinafter called the "Cooperative") for membership and/or electric service to be supplied at the location herein described and, upon request, at any other location within the area served by this Cooperative. This agreement shall supersede and replace any previous agreement and shall apply to each location the Cooperative furnishes electric service to the applicant.

The Applicant agrees to be bound by and to comply with all Rules of the Arkansas Public Service Commission (APSC), other applicable laws and regulations, as well as the Cooperative's approved tariffs, Articles of Incorporation, Bylaws, consumer classifications, rates, charges, and service rules and regulations and all other applicable terms and conditions set by the Cooperative, both as the same now exists or may hereafter be adopted, repealed, amended, or supplemented; to pay all fees, deposits, and charges in accordance with the rates, rules, and regulations as now exist or as may hereafter be adopted; and authorizes the Cooperative to verify information provided, including the use of any credit reporting agency to verify identity.

The Cooperative shall operate on a not-for-profit basis as defined by law. As such, all patronage capital, if any, shall be held by the Cooperative in accordance with Ark. Code Ann. §23-18-327 until such time as determined by the Cooperative. In the event the Cooperative disburses patronage capital, it shall remain the Applicant's responsibility to keep the Cooperative informed of Applicant's mailing address.

In the event the Applicant's account becomes delinquent, the Cooperative shall follow the rules and tariffs approved by APSC and thereafter, the Applicant agrees to surrender the membership fee, deposit, and future patronage capital to extinguish such indebtedness plus any accumulated late charges and interest. Further, the Applicant agrees to pay all cost of collection including attorney's fees, collection fees, and any other related fees and costs.

The Applicant will cause and keep his premises to be wired in accordance with wiring specifications of the appropriate governing jurisdiction and the Cooperative assumes no responsibility for loss or damage due to defective wiring and/or equipment located on the Applicant's side of the meter installation or other agreed to point of delivery.

The applicant understands that 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 and energy shall fail or be interrupted, or become defective through acts of God, governmental authority, action of the elements, public enemy, epidemic/pandemic, cyber-attack, accident, strikes, labor troubles, required maintenance work, inability to serve right-of-way, equipment failure, or any cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore or for damages caused thereby.

Electric service shall be supplied within the voltage range prescribed by Arkansas Public Service Commission's Special Rules - Electric. The Cooperative's standard service voltage will be 120/240 volts, AC, unless otherwise stated in accordance with the approved schedules, rules, regulations, or by mutual agreement. However, in all cases, the voltage supplied to the Applicant may vary by ± 5 percent measured at the meter. Voltage variations in excess of those specified shall not be considered a violation if variations are caused by:

- (1) The operation of power equipment on a customer's premises;
- (2) The action of the elements; or,
- (3) Infrequent and unavoidable fluctuations of short duration in station operation.

The Applicant hereby recognizes the need for the Cooperative to maintain its facilities along all easements. All easements presently installed on the Applicants property, whether recorded, written, or prescriptive, are approved and granted in favor of the Cooperative.

The Applicant agrees SECURITY DEPOSITS are subject to the rules of the APSC and are subject to the following conditions:

- (1) Residential or personal deposits shall be waived or refunded based on the Applicant's timely payment history defined by the APSC and evidenced by a certification letter from a previous utility, a third-party personal guarantee from another qualifying individual, or other personal credit measurements determined by the Cooperative.
- (2) Commercial deposits, surety bonds, or irrevocable letters of credit shall be provided by the Applicant to the Cooperative and shall remain in effect for the duration of service. Should a commercial account not have a corporate taxpayer identification number issued by the Internal Revenue Service, the Cooperative shall also require a personal guarantee from the Applicant's principal business owner(s).

I understand that information on this application may be used for the purpose of a credit check and depending on the results of that credit check, I may be required to pay a deposit in full prior to electric service being connected. I hereby authorize the Cooperative along with the Cooperative's affiliates and/or service providers to obtain a credit report from any reputable credit reporting agency.

Maintaining a valid phone number will help both members and the Cooperative in reporting and restoring outages. Further, it may be necessary at times to contact members by phone electronically or otherwise regarding your account. In keeping with the provisions of the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, the Cooperative requires your express written consent prior to contacting you by telephone, facsimile, or text message for any non-emergency purpose using any automated telephone dialing system (ATDS) or artificial or prerecorded voice (each, an "Automated Method"). Your rights under the TCPA can be found at www.carrollecc.com/tcpa-rights or upon request. Should you choose to withhold or subsequently revoke your consent pursuant to the TCPA, or otherwise refuse to provide a valid phone number, it is with the understanding that we might not be able to reach you regarding important information about your electric service. By signing where indicated below, I authorize the Cooperative, along with the Cooperative's affiliates and/or service providers, to contact me using email and/or any Automated Method of the Cooperative's choosing, at the phone number and/or email address provided by me.

I HEREBY APPLY TO THE CARROLL ELECTRIC COOPERATIVE CORPORATION FOR MEMBERSHIP AND/OR ELECTRIC SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS APPEARING ABOVE.