

# WEBSTER ELECTRIC COOPERATIVE

Your Touchstone Energy® Partner 

Webster Electric Cooperative (WEC) is owned and controlled by our members and operates on a nonprofit, at-cost basis. The following individual(s) or entity applies to become a member of the Cooperative:

Primary Individual (Print): \_\_\_\_\_  
 Contact Phone number(s): \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Business

Legal Entity (Print): \_\_\_\_\_  
 Agent Name (Print): \_\_\_\_\_  
 Title (print): \_\_\_\_\_  
 Nature of Business (Print): \_\_\_\_\_  
 Tax Id : \_\_\_\_\_

If an entity is listed as Applicant, then the above is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the listed entity.

Is the organization tax exempt? (circle) Yes (form required) No

Contact Phone number(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (city) (state) (zip code)

Physical Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (city) (state) (zip code)

Joint-member (Print): \_\_\_\_\_

*Only a spouse may be a Joint-member*

Social Security Number: \_\_\_\_\_  
 Contact Phone number(s): \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Co-applicant (Print): \_\_\_\_\_

*Please circle: Trustee, Relative, Property Manager, Power of Attorney (form required), or Other \_\_\_\_\_.*

Social Security Number: \_\_\_\_\_  
 Contact phone number(s): \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

County of Property  
 Location: \_\_\_\_\_  
 School District: \_\_\_\_\_  
 City Limits (Please circle): Yes (city) \_\_\_\_\_ No  
 Subdivision Name: \_\_\_\_\_  
 Lot #: \_\_\_\_\_

1. The individual signing this WEC Membership Application and Agreement represents that:
  - a. That he or she is the Primary Individual identified above; or
  - b. If more than one applicant is listed, then: he or she is the Primary individual and he or she is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for the other listed individual(s)" and the listed individuals are applying to become a joint member or financially responsible co-applicants of the Cooperative; or
  - c. If signing as a joint member or co-applicant that he/she is the person so identified; or
  - d. If an entity is listed as Applicant, then the Agent is authorized to act, contract, consent, authorize, represent, agree, grant and transfer for the listed entity.
  
2. The electricity purchased hereunder shall be used only by the Applicant and joint member or co-applicants hereinafter collectively referred to as "Member". Member shall pay for electric energy purchased hereunder at the time and at the rates determined from time to time by the Cooperative in the manner prescribed in the by-laws of the Cooperative. Member shall pay at least a minimum bill per month, as established by the Cooperative,

regardless of the amount of electric energy delivered by the Cooperative and consumed by Member. A new service applicant shall pay a minimum bill for one year whether electricity is used or not. Installation of security light requires member(s) to pay a minimum security light charge for one year whether connected or disconnected.

#### **Consents, Authorizations, Representations, and Agreements**

3. **Membership**-You consent to being a member of the Cooperative.
4. **Electronic Records, Signatures, and Transactions**- If you own, control, or have reasonable access to hardware, software, and service required to use, accept, access and retain electronic records and signatures, and to conduct transactions electronically, then, as requested by Us, you consent to using or accepting electronic records or signatures relating to any transaction with Us, and conducting transactions with US electronically.
5. If an account is disconnected for non –payment, a full deposit shall be required before service is reconnected. An additional deposit will be collected if a service connection is requested and the person has an outstanding bill at another location. The full past due balance plus fees shall be paid in full before service is connected.
6. Security deposit requirements for Members shall be determined by resolution of the Cooperative Board of Directors and Member agrees to said requirements.
7. **Credit Report**- A Social Security Number (SSN) or Federal Identification Number (TIN) is required to apply for membership/electric service. A Consumer Reporting Agency (CRA) will be used for applicant verification purposes and to establish deposit requirements. Based on information received, a deposit, calculated in accordance with current policy and schedule of fees, could be required before the meter will be connected.
8. **Capital Credit Offset**- You authorize WEC, in our sole discretion, to recoup, offset, or set off any amount owed to WEC by you, including any compounded interest and late payment fee, by reducing the amount of any capital credits, patronage dividends, or similar amounts retired and paid to you, regardless of any statute of limitation or other time limitation.
9. **Ownership, Control, or Occupancy of Property**-You represent that you lawfully own, control, or occupy: the real, personal, and intangible property to or for which WEC provide service at each service location and the real property underlying or comprising each service location.
10. **Proof of Identity**-Any person(s) applying for membership & service from WEC shall provide their social security number and two forms of identification; one being either a state issued driver's license or state issued identification card or passport. The second form of identification is not required to be a photographic identification.
11. **Electric Energy Use**-Unless otherwise noted in the Service Addendum, You agree to use electric energy provided by US for all electric energy requirements at each service location.
12. **Pay for Service** – You agree to pay all current and future dues, assessments, fees, security and other deposits,<sup>i</sup> contributions, prices, rates, late fees, delinquency charges, finance charges, interest, and other amounts charged or assessed by Us for Service provided to a Service Location
13. **Comply with Governing Documents** – You agree to comply with this Application and Agreement and with, as they currently exist or as they are later adopted or amended, Our: (a) articles of incorporation; (b) bylaws; (c) service rules and regulations; (d) rate or price schedules; and (6) rules, regulations, and actions adopted, taken, or approved by Our board of directors (collectively, "Governing Documents"), all of which constitute a contract between You and Us.
14. **Pay for Damages, Costs, and Expenses** – You agree to pay Us for Our damages, costs, and expenses, including attorney fees and legal expenses, caused by or associated with Your failure to: (a) pay any amount charged or assessed by Us; (b) comply with the Governing Documents; or (c) provide Us truthful, accurate, and complete information.  
**The Applicant(s) are hereby aware and acknowledges that is unlawful by the Missouri Statute 56.080 to tamper with the electrical distribution equipment, including meter, for the purpose of diverting, interrupting, or improperly measuring electrical power. If a member(s) is found to have stolen electricity, before service is restored an additional \$500 tampering fee will be required.**

#### **Grants and Transfers**

15. **Easement** – At the location and within the dimensions determined or established by Us, and without financial compensation from Us, You grant and transfer to Us an exclusive servitude, easement, profit prendre, and covenant, with an appurtenant burden running with the land and a divisible, transferable, and assignable benefit in gross, across each Service Location: (a) permitting Us to access, construct, install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate, or replace poles, meters, lines, and other property specified by Us to provide Service to Property at the Service Location, to provide electric energy or electric energy distribution service to other

property or persons, or to satisfy or facilitate an obligation incurred or right granted by Us to other persons; (b) permitting Us to cut, trim, or remove vegetation and other growth specified by Us; and (c) prohibiting You and successor owners, controllers, and occupiers of the Service Location from using the Service Location in a manner prohibited by Us.] Upon acceptance of this application, Applicant agrees to (A) permit the Cooperative through its agents, employees and contractors to construct new facilities, whether overhead or underground as required; (B) to operate and maintain all existing lines and facilities; (C) to trim and cut trees and spray right-of-ways on and over applicant's lands as is necessary to serve Applicant and other members of the Cooperative; and (D) to wire said premises in accordance with wiring specifications approved by the Cooperative.

16. **Unclaimed Capital Credits** – If: (a) We retire and pay capital credits, patronage dividends, or similar amounts to You; (b) We deliver these amounts to Your last known address; and (c) You fail to claim these amounts within three years, then, by initialing this provision, You voluntarily and irrevocably transfer these unclaimed amounts to Us. It is your responsibility to update your information to WEC.

**Outages**

17. Webster Electric Cooperative cannot “guarantee” uninterrupted electric services to its members. Equipment failure, storms, accidents, scheduled maintenance, etc. can, and do, result in loss of service at a residence or business. The Cooperative will always attempt to keep any power outages to a minimum. But the Member must understand that they can occur. Members having critical or sensitive equipment that require electricity to operate (i.e. milking machines, computers, life-support systems, three-phase motors, etc.) should arrange for a backup power system (generator) if they feel the loss of power from the Cooperative will cause a hardship. Protective devices, such as surge suppressors, lightning arrestors and line conditioners, are available to guard against equipment damage. Members with three –phase service, in particular, should understand that some outages can cause one or two “phases” to fail. When three-phase equipment operates on less voltage than it was designed for, motors and equipment can be damaged. Backup generation and /or protective devices can help guard against these occurrences. I have read the above statement and fully understand its implications.

Primary Individual (Print): \_\_\_\_\_

Primary Individual (Signature): \_\_\_\_\_

Joint-member (Print): \_\_\_\_\_

Joint-member (Signature): \_\_\_\_\_

Co-applicant (Print): \_\_\_\_\_

Co-applicant (Signature): \_\_\_\_\_

Legal Entity (Print): \_\_\_\_\_

Agent (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_