

Terms and Conditions

- 1.The Applicant will pay to the Cooperative the sum of \$5.00 per service which, if the application is accepted by the Cooperative will constitute the Service Connect Fee for each service. This fee is non-refundable.
- 2.The Applicant will, when energy becomes available, purchase from the Cooperative all such services used on the premises and will pay therefore monthly at rates to be determined from time to time in accordance with the by-laws of the Cooperative; provided, however, that the Cooperative may limit the amount of electric energy to be furnished for industrial uses. The Applicant will pay for all services in accordance with and subject to policies, rules, and regulations of the Cooperative, established by the Board of Directors from time to time.
- 3.The Applicant will cause his/her service entrance and premises to be wired in accordance with wiring specifications approved by the Cooperative, national, state, and/or city electrical codes, and is responsible for individual safety precautions in and around all electrical lines.
- 4.The Applicant will comply with, and be bound by, the provisions of the Articles of Incorporation and the by-laws of the Cooperative and all amendments and additions thereto and such policies, rules and regulations may, from time to time, be adopted and amended by the Cooperative.
- 5.The Applicant, by paying a Service Connect Fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his or her private property is exempt from execution for any such debts or liabilities.
- 6.The Applicant further agrees that when the lines are built, as part consideration for the Cooperative's installation of the meter loop on the property de-scribed below, that such meter loop shall be deemed a part of the system and not a part of the Applicant's property. In such event, the Cooperative shall always have the right to access the meter and should the Applicant default in any of his/her obligations to the Cooperative, the Cooperative shall have the right to discontinue service without formal notice.
- 7.The Applicant agrees to permit the Cooperative to place, construct, operate, maintain, relocate, and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, the ownership of which shall be vested in the Cooperative, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all weak, leaning or dangerous trees that are tall enough to strike the wires in falling. The Applicant agrees that employees of the Cooperative shall have the right of ingress and egress on said premises up to the location of the meter installation as long as any property of the Cooperative remains on said premises.
- 8.The Applicant also agrees to accept these terms and conditions for any additional service(s) applied for under this one (1) membership.
- 9.The Applicant understands that the electric service may be disconnected if any information furnished to the cooperative is found to be fraudulent.
- 10.CEC will not provide a meter socket for any service terminating on a house or building. CEC will provide secondary conductors to the point of metering. All residential meter sockets for new construction must be located outside on the house or building sidewall. Meter sockets shall be located on the side of the house or building (including side or back of attached garage) nearest CEC's service point (i.e. transformer; secondary pedestal or stub out) unless that location is not practical as determined in the sole discretion of CEC. In such cases, the meter facility shall be located as directed by CEC. The side wall of the house or building (including side or back of attached garage) is construed to mean the outermost side, which is not considered the front or back of the house or building. All residential meter sockets for service upgrades shall also be subject to the above criteria if CEC is to provide a new service line as part of the upgrade.
- 11.The applicant will be enrolled in Operation RoundUp, a voluntary charitable program that rounds their electric bill up to the nearest dollar each month. Charitable contributions received through Operation RoundUp are distributed via application for educational, scientific, health or safety purposes. Those in need appreciate your commitment.
- 12.The applicant understands that Capital Electric may utilize an automated phone system to notify our members of existing or planned outages, delinquent balances, impending disconnects or re-connects, prepaid billing notifications, and other information. By disclosing a mobile, landline, or other phone number, the applicant agrees that Capital Electric or its agents or contractors can call the applicant on that number using a pre-recorded telephone dialer and/or that Capital Electric or its agents or contractors can leave a pre-recorded and/or text message on that number.
- 13.STATEMENT OF NONDISCRIMINATION- Capital Electric Cooperative is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complain Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested on the form. Send your completed complaint form or letter to us by mail at *USDA, Director, Office of Adjudication, 1400 Independence Avenue SW, Washington, DC 20250-9410*, by fax at (202) 690-7442 or by email at program.intake@usda.gov.
- 14.If it is determined that a deposit/prepaid is required of the Applicant(s), the Cooperative reserves the right to disconnect power without notice

if the deposit/prepaid is not paid in full three (3) business days after the date service is to be placed into the Applicant's name.

15. Upon divorce of the parties holding a joint membership, and notice of the divorce to CEC, such membership shall be held solely by the party who continues to purchase electric service at the same property, provided the former joint member spouse shall not be released from any debts due to CEC prior to the notification of divorce. Capital credits allocated prior to the divorce shall be divided as set forth in the Judgment of Divorce. If Judgment is silent, the allocated capital credits shall be divided equally between the joint members.

16. The Applicant understands that bylaws and policies are subject to change. Any bylaws or policies which you receive at the time of this application are the policies in effect at the time of the application. You agree to be bound by all amended bylaws and policies. These policies which affect your involvement in and patronage (capital credits) of CEC are available upon request.

17. If your membership in CEC is terminated, you continue to own the capital credits allocated to you by CEC and retired as authorized by the board of directors in the ordinary course of business, unless your total capital credits allocated or estimated to be allocated to you by CEC (prior to the application of any discount) totals \$500 or less. In this case, your capital credits will be redeemed by CEC, discounted to present value, as determined under existing policies. CEC will make payment to you of the discounted capital credits by first applying the payment against any amounts due by you to CEC, with the balance sent to your last known address.

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