

APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE AGREEMENT

Fayette Electric Cooperative, Inc.
P.O. Box 490
La Grange, TX 78945

This application serves as proof of membership. A copy is available to you upon request.

The undersigned (hereinafter called the "Applicant") hereby applies for membership and electric service from Fayette Electric Cooperative, Inc. (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. The Applicant herewith pays to the Cooperative the sum of \$25.00, receipt of which is hereby acknowledged, which if this application is accepted by the Cooperative, will constitute the Applicant's Membership Fee.
2. The Applicant agrees that in the event service is discontinued, any indebtedness in the Cooperative may be deducted from the Membership Fee. It is further understood that the Membership Fee is Non-Transferable.
3. The Applicant has accurately and truthfully completed the attached "Description of Electrical Requirements."
4. The Applicant will, when electricity becomes available, purchase from the Cooperative all electric energy used on the premises and will pay monthly at the rate to be determined from time to time in accordance with the rate schedules, rules and regulations of the Cooperative.
5. The Applicant agrees to comply with and be bound by the provisions of the Articles of Incorporation and By-laws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. The electric service contracted for herein is to be provided and taken in accordance with the provisions of the Agreement and the Cooperative's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN LA GRANGE, TEXAS. Any tariff provisions, including rates and charges for electric service, may be changed, including by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative.
6. Applicant warrants that Applicant's installation, including all conductors, switches, equipment, wiring and protective devices of any kind, is constructed and will be operated and maintained in a safe manner and in accordance with any and all applicable laws, ordinances, the National Electrical Code and the National Electrical Safety Code.
7. Applicant assumes all responsibility for the electric current, and for the wires, apparatus and appurtenances used in connection therewith, upon Applicant's premises and at and from the point of delivery of power if such point is located off Applicant's premises, and will protect, indemnify and save Cooperative harmless from all claims from injury or damage occasioned by such electric current for said wires, apparatus or appurtenances to persons or property occurring upon Applicant's premises, or at and from such points of delivery, even if due to Cooperative's negligence, whether sole or joint, and concurrent with the negligence of an Applicant or third parties.
8. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Applicant's service location.
9. Applicant agrees to grant or to secure for Cooperative, at Applicant's expense, any rights-of-way on property owned or controlled by Applicant, and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Applicant. Cooperative's representatives are hereby granted rights of ingress and egress to Applicant's premises at all reasonable times for the purpose of inspection of facilities and/or performing maintenance, system improvements, and modifications to the facilities on the premises.
10. If Applicant limits access to Applicant's premises with locks on the gates, the Cooperative is hereby granted authority to place a separate Cooperative lock to provide access for Cooperative personnel.
11. Upon failure to make payment or perform any obligation under this agreement or the Cooperative's tariffs, the Cooperative shall have the right to discontinue service, as well as such remedies as may be provided by law.
12. Applicant hereby assigns and transfers to the Cooperative the total book value of capital credits in Applicant's account which are available for retirement, and agrees said amount shall become due and payable to the Cooperative three years after the Cooperative has made a bonafide attempt to pay said amount and has not succeeded in doing so.
13. This Agreement constitutes the entire agreement between the Applicant and Cooperative and supersedes any and all prior agreements between the Applicant and Cooperative for the service here described. Applicant agrees that the Cooperative, its agents and employees, have made no representations, promises or inducements, written or verbal which are not contained herein.
14. The Applicant agrees to promptly notify the Cooperative of any changes in membership status.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the day and year stated below.

Check one:

- Single membership (complete Primary Applicant section only)
- Joint membership (complete **both** Primary and Joint Applicant sections)
- Business membership (complete **both** Primary and Business Applicant sections)

PRIMARY APPLICANT:

Printed Legal Name (first name, middle initial, last name) _____	Legal Signature _____
Billing Address _____	Date _____
_____	Social Security Number _____
Home Phone _____	Drivers License # _____ State _____
Cell Phone _____	
Business Phone _____	Email Address _____
Address of location being served _____	Gate Combo _____ (if applicable)

JOINT APPLICANT

Printed Legal Name (first name, middle initial, last name) _____	Legal Signature _____
Home Phone _____	Date _____
Cell Phone _____	
Business Phone _____	Social Security Number _____
Email Address _____	Drivers License # _____ State _____

BUSINESS APPLICANT:

Company Name _____	Tax ID# _____					
Type of Entity	<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> DBA	<input type="checkbox"/> Trust
Billing Address _____	Date _____					
*By _____	Title _____					
<input type="checkbox"/> Owner	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Partner	<input type="checkbox"/> General Partner	<input type="checkbox"/> Trustee		

* if signature is that of other than Pres., Vice Pres., Partner or Owner, Power of Attorney must be attached hereto.

FOR OFFICE USE ONLY		
Mbr. # _____	Map Ref. # _____	Meter # _____
<input type="checkbox"/> Dep. \$ _____	<input type="checkbox"/> Credit Reference	Dist. # _____ <input type="checkbox"/> New Member Packet
Name of Last Occupant _____		
FAYETTE ELECTRIC COOPERATIVE, INC.		
Accepted by _____	Title _____	Date _____

It is the policy of Fayette Electric Cooperative, Inc. to safeguard the privacy and confidentiality of member-consumer information, as outlined in our Privacy Policy. A copy of the policy is available upon request.

PRIVACY POLICY

Fayette Electric Cooperative, Inc., hereinafter sometimes referred to as “FEC”, provides its member-owners, sometimes referred to as “you”, this notice to advise you that your privacy is important to FEC. FEC respects your right to privacy and recognizes its responsibility to protect the confidentiality of your proprietary customer information. FEC collects the following types of nonpublic personal information about its members:

- Information received directly from you through your service request and other completed forms
- Information received from others you have authorized to provide information related to services or products provided by FEC
- Information about your transactions with FEC or others, and
- Information received from consumer-reporting entities.

FEC does not disclose any nonpublic personal information about you to anyone, except as permitted by law.

FEC never sells your information to anyone.

FEC may disclose information about you when necessary to deliver the services it provides or when FEC is required by law to disclose information (such as, for example, to comply with a subpoena or court order).

FEC will not disclose your nonpublic personal information to any third-party non-affiliates, without first obtaining your authorization.

Because FEC believes that protecting the privacy of the very young is especially important, FEC does not intentionally collect or maintain information on individuals who are under 13 years of age.

FEC may, if requested, share information about your account with the following:

- Your spouse
- Your tenant who currently resides at the location
- Your next of kin, if deceased and no personal representative has been appointed for your estate
- The personal representative of your estate
- Your court appointed guardian
- Your agent pursuant to a power of attorney
- Persons who have apparent authority to act on your behalf
- Law enforcement agencies
- Taxing authorities
- Emergency personnel
- Critical caregivers
- Agencies or charities from which you have requested assistance

THE MEMBER(S) MAY OPT OUT OF ANY OF THE AFOREMENTIONED BY SIGNING AN OPT OUT FORM, IN WHICH CASE NO INFORMATION CONCERNING YOUR ACCOUNT WILL BE DISCLOSED TO ANYONE BUT THE FEC MEMBER EXCEPT THAT INFORMATION WHICH IS REQUIRED BY LAW TO BE DISCLOSED. FAILURE TO OPT OUT IN WRITING WILL CONSTITUTE CONSENT FOR FEC TO DISCLOSE INFORMATION CONSISTENT WITH THIS AMENDED PRIVACY POLICY.

THE MEMBER(S) MAY OPT OUT AND MAY SIGN A FORM AUTHORIZING SPECIFIC PERSONS OR ENTITIES TO WHOM INFORMATION MAY BE DISCLOSED.

FEC maintains physical, electronic and procedural safeguards to protect against unauthorized disclosure of your personal information. FEC employees access your personal information only when necessary, and your personal information on file is always considered and treated as confidential.

Should you have questions or concerns about this privacy policy or any other matters affecting your relationship with FEC, please call FEC at (979) 968-3181 or 1-800-874-8290.

This policy was adopted by the Board of Directors on December 14, 2005, and amended on January 9, 2008, and is effective as of its adoption.



Fayette Electric Cooperative, Inc. (FEC) respects your right of privacy and recognizes its responsibility to protect the confidentiality of your membership information. The Privacy Policy explains how we protect your privacy and treat your personal information. It applies to current and former member-owners.

PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:

OPTION #1 – No action is required by you

If you wish to permit information shared with the individuals and agencies listed on the Privacy Policy.

OPTION #2 – If you complete a Release and Authorization

Fayette Electric Cooperative will **only** release information to the specific person(s) or entities you have listed therein.

OPTION #3 – If you do not want information about your account shared with the individuals and agencies listed on the Privacy Policy

You may wish to opt out by completing the Opt Out Form. It is **not** necessary to complete this form if you have completed a Release and Authorization Form. If you complete an Opt Out Form, Fayette Electric Cooperative will **only** release information to the member(s) of the account.

Your request on the Release and Authorization Form or Opt Out Form will remain in effect until you notify us in writing.

Completed forms should be returned to the Cooperative in person or mailed to P. O. Box 490, La Grange, TX 78945.

Please note that your signature on the Opt Out Form or the Release and Authorization Form requires a witness and their signature.

If you have any questions regarding the FEC's Privacy Policy, please do not hesitate to give us a call at 979-968-3181 or toll-free at 1-800-874-8290.

RELEASE AND AUTHORIZATION

I, _____ and _____ (if applicable) hereby authorize Fayette Electric Cooperative, its employees, agents, successors in interest or assigns to disclose information about my account numbered _____ to the following persons or entities:

___ spouse _____ (name of spouse)

___ tenant

___ next of kin, if deceased and no estate administration is pending

___ personal representative of my estate

___ court appointed guardian

___ law enforcement authorities

___ emergency medical personnel

___ 911 dispatcher

___ Agent pursuant to a Power of Attorney

___ Other _____ (name, relationship and daytime phone #)

_____ (name, relationship and daytime phone #)

This authorization and release and all of the provisions contained herein are effective immediately.

TERMINATION

This Release shall terminate on proof of receipt of my written revocation by certified mail, registered mail, facsimile, electronic mail, or any other receipt evidencing actual receipt by Fayette Electric Cooperative. This Release shall not be affected by my subsequent disability or incapacity. There are no exceptions to my right to revoke this Release.

RELEASE

I hereby release, indemnify and agree to forever defend Fayette Electric Cooperative, its employees, agents, successors in interest and assigns from any claim, cause of action or liability whether known or unknown that may arise from Fayette Electric Cooperative's disclosure of information regarding my account pursuant to this authorization. This release and authorization shall be binding on my agents, heirs, and assigns.

SUBSEQUENT DISCLOSURE OF INFORMATION

Any information disclosed by persons authorized to receive the information pursuant to this authorization and release may subsequently be disclosed to another party. Fayette Electric Cooperative shall not be liable or be required to indemnify me, in the event information is subsequently disclosed by a person or entity authorized to receive information from Fayette Electric Cooperative.

I sign my name to this authorization on _____, 20____, at Fayette County, Texas.

Member Signature

Member _____
(Printed name)

Joint Member Signature

Member (joint account) _____
(Printed name)

SIGNATURE OF FIRST WITNESS

Witness Signature: _____

Print Name: _____

Date: _____, 20____

**ACKNOWLEDGMENT OF RECEIPT
OF PRIVACY POLICY**

I hereby acknowledge that I have received a copy of Fayette Electric Cooperative's Privacy Policy, and acknowledge that unless I have authorized Fayette Electric Cooperative otherwise Fayette Electric Cooperative will not disclose any information in violation of their written policy.

Member

Member (Joint Account)

OPT OUT FORM

I _____ and _____, Member(s) hereby elect to opt out of Fayette Electric Cooperative's Amended Privacy Policy to the extent allowed by law.

Member Signature

Member, _____
Printed name

Joint Member Signature

Member (Joint Account), _____
Printed name

Member Account Number _____

Signed _____, 20____.

WITNESSED:

Printed name of witness

Date _____

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Member

Member (Joint Account)