

CONCHO VALLEY ELECTRIC COOPERATIVE, INC.
MEMBERSHIP APPLICATION FOR
COMMERCIAL ELECTRIC SERVICE

The undersigned, herewith called the "Applicant" hereby applies for membership in, and agrees to purchase electric energy from Concho Valley Electric Cooperative, Inc., with its principle office at San Angelo, Texas, hereinafter called "Cooperative," upon the following terms and conditions:

1. The Applicant will pay the Cooperative the sum of \$25.00, which will constitute the Applicant's membership fee.
2. The Applicant agrees, when electric energy becomes available, to purchase all electric energy from the Cooperative used by the Applicant's single consuming facility, unless otherwise agreed to in writing by the Cooperative, and to pay therefore at the rate that will be fixed and prescribed from time to time by the Board of Directors of the Cooperative and approved by the Public Utility Commission of Texas. This clause does not prohibit the use of the Cooperative's power as a backup to solar, wind, biomass, or other unique renewable fuel sources.
3. The Applicant agrees that upon acceptance of this application by the Cooperative, he will execute and/or obtain, without charge to the Cooperative, right-of-way easements across all lands that the Cooperative deems necessary to cross or to go upon to serve Applicant's premises or other members, or for the construction, operation, maintenance or relocation of the Cooperative's electric facilities, such easements to be upon forms prescribed by the Cooperative, and to be acceptable to the Cooperative's Attorney.
4. Applicant agrees that all lines supplying Applicant with electric energy, together with all switches, transformers, meters, appliances and equipment constructed or installed by the Cooperative shall at all times be and remain the sole property of the Cooperative, and the Cooperative shall have the right of access to said property to read meters, maintain proper right-of-way clearance, trim trees, repair and service, and upon discontinuance of service for any reason, to remove same.
5. Applicant and Cooperative agree that Cooperative shall use reasonable diligence and effort to provide a constant and uninterrupted supply of electric energy, but if such supply of electric energy should fail or be interrupted, or become defective through an act of God, or the public enemy, or by accident, strikes, or inability to secure right-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore.
6. This application when accepted by the Cooperative shall constitute an agreement between the Applicant and the Cooperative that the Applicant will comply with and be bound by, the provisions of the Charter and Bylaws of the Cooperative, and such rules, regulations and rates as may hereafter be adopted by the cooperative as well as all rules and regulations prescribed by jurisdictional regulatory agencies.
7. Applicant agrees that all amounts due either party under this agreement including damages, shall be payable in Tom Green County, Texas. Applicant agrees to pay reasonable attorney fees, and all cost of whatsoever kind incurred by the Cooperative upon any sums due to the Cooperative and by Applicant or which Applicant may hereafter be liable for, charged with, or obligated to pay.

"It is the policy of the Cooperative to safeguard the privacy and confidentiality of member-consumer information, as outlined in our Policy on Privacy and Confidentiality."

PLEASE COMPLETE REVERSE SIDE