

APPLICATION FOR MEMBERSHIP AND FOR ELECTRIC SERVICE

The undersigned (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric distribution services from the NORTHWESTERN RURAL ELECTRIC COOPERATIVE ASSOCIATION, INC. of 22534 State Highway 86, Cambridge Springs, State of Pennsylvania (hereinafter called the "Cooperative"), upon the following terms and conditions:

1. The Applicant represents that Applicant lawfully owns, controls, or occupies the Service Location.
2. The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Cooperative or independent inspection agency.
3. The Applicant will comply with and be bound by the provisions of the Articles and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted or amended by the Cooperative, all of which are a contract between the Applicant and the Cooperative.
4. The Applicant, by becoming a member, assumes no personal liability for any debts or liabilities of the Cooperative, and *it is* expressly understood that under the law Applicant's private property is exempt from execution for any such debts.
5. Applicant authorizes Cooperative, in Cooperative's sole discretion, to set off any amount owed to the Cooperative by Applicant, regardless of any time limitation.
6. All service lines supplying the Applicant, and all meters, switches, and other material or equipment constructed or installed by the Cooperative shall remain the property of the Cooperative. The Cooperative shall have the right of access to said premises to maintain the same, including but not limited to, trimming or removal of trees and vegetation; maintenance and installation or removal of load control devices.
7. Applicant agrees to ensure the use of any generator or similar equipment operated by Applicant which is connected to any property of Cooperative, complies with all requirements specified by Cooperative.
8. The Cooperative will not be required to accept this application nor furnish service to any Applicant who was a relative or resident of the same household of person(s) who failed to pay for service or violated Cooperative Bylaws and procedures until all such delinquencies and/or violations have been eliminated.
9. The Applicant hereby agrees to a one-year minimum billing period for Cooperative-owned outdoor light or electric service when such fixture or electric service is installed and connected at Applicant's request.
10. The Cooperative will use reasonable diligence to maintain uninterrupted service but **does not guarantee a constant or regular supply of electrical energy and shall not be liable for damage due to variations or cessations in such supply**. Member should give immediate notice at the office of the Cooperative of any interruptions or irregularities in service or any known trouble, defect, or accident to the supply. The Cooperative may interrupt service to any member or members for the protection of life or property, for making repairs, changes, or improvements in any part of its system for the general good of the service or safety of the public, or when in the Cooperative's sole judgment such interruption will prevent or alleviate an emergency threatening the integrity of its system, or will aid in the restoration of service. Circumstances permitting, the Cooperative will give reasonable notice of any contemplated suspension. Should service be interrupted for any reason, or should service fail for any reason of any cause whatsoever beyond its control, the Cooperative shall not be liable for damages, direct or consequential, resulting therefrom.
11. A sum fixed by the Board of Directors will be collected through Applicant's revenue each year for one-year's subscription to "PENN LINES" magazine.
12. Each Applicant, and in the case of joint application, such Applicants shall also from time to time grant such right-of-way upon, under or over their lands to the Cooperative for the purpose of erecting poles, wires, guy wires, stakes, posts, terminals, etc., as may be necessary or convenient for serving other members of the Cooperative, or facilitate the erection and construction of, or placing of maintenance and construction equipment used for transmission or distribution of electric energy by this Cooperative, either in the air or underground.
13. No Applicant will be refused service based solely on that Applicant's race, sex, religion, creed, national origin, age, ethnicity, ancestry, or disability.