

# **Residential New Member Application**

Application must be completed in its entirety, and applicant must submit a copy of a valid government-issued photo identification card as proof of identity.

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communicated signatures shall be treated the same as original signatures.

## **Terms of Membership**

The signed applicant on the reverse side of this Application (hereinafter, the "Member") hereby applies for electric service from Citizens Electric Corporation (hereinafter, the "Corporation") upon the following terms and conditions.

#### 1. Payment.

- a. The Member will, when electric energy becomes available at the Member location, purchase from the Corporation all electric energy used on the premises and/or billed through the meter placed upon Member's premises, and will pay therefor on a monthly basis in accordance with the rate schedule and rules and regulations established by the Corporation.
- b. The Member shall not resell to any third party any electric energy provided by the Corporation to the Member.

#### 2. Continuity of Service.

The Corporation shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through an act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance, inability to secure right-of-way, or any other cause beyond the reasonable control of the Corporation, the Corporation shall not be liable therefor or for damages caused thereby.

#### 3. Right of Access.

Duly authorized representatives of the Corporation shall be permitted access to Member's premises for the purposes of meter reading, inspecting, repairing, installing or removing any or all of its equipment used in connection with serving the Member. In addition, Member shall grant the Corporation the necessary right-of-way without charge to provide service extensions to Member as well as to perform necessary maintenance and service upgrades.

4. Safety and Service Connections Specifications.

Throughout the term of this agreement, the Member hereby agrees that the premises to be served by the Corporation shall be wired in accordance with all applicable county, state and/or federal regulations, codes, laws or statutes as required and/or adopted by the Corporation.

5. Communication of Official Notices.

The Corporation communicates its official notices via the monthly newsletter Rural Missouri, monthly bill newsletters and on its website at www.cecmo.com. The cost for these publications is taken from the general operating funds of the Corporation.

6. Compliance with Corporation's By-Laws.

The Member will comply with and be bound by the provisions of the Corporation's By-Laws and the rules, regulations and policies of the Corporation now in effect and as may hereafter be amended from time to time by the Board of Directors.

The acceptance of this Application by the Corporation shall constitute an agreement between Member and the Corporation, its successors and assigns, and the contract for electric service shall continue in force from the date service is made available by the Corporation to the Member and thereafter until canceled in accordance with the By-Laws, rules and regulations or policies of the Corporation.

Citizens Electric Corporation is an equal opportunity provider and employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint\_filing\_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Rev. 03/16)

### <u>Citizens Electric Corporation</u> Stock Subscription Agreement

The undersigned hereby subscribes for one share of common stock issued by Citizens Electric Corporation (hereinafter called the "Corporation"), a corporation organized under the laws of the State of Missouri, with a par value of \$5.00, and hereby agrees to pay to the said Corporation upon demand the full amount thereof.

It is hereby agreed that the share hereby subscribed for shall not be transferred, alienated, or in any way disposed of unless such share shall first have been offered for sale to the Corporation. It is further agreed that the Corporation reserves and shall have the exclusive right and option to purchase such share at a price equal to the par value thereof within thirty days after such offer and that after the expiration of such time, such share, if the Corporation shall not have exercised its option to purchase, may be transferred, alienated, or otherwise disposed of without any restriction whatsoever.

It is further agreed that upon discontinuance of electric service from the Corporation, the share shall be automatically redeemed by the Corporation and the par value shall be applied to my account if any amount is owed or it shall be refunded to me.

As a shareholder of the Corporation and in accordance with its By-Laws and Missouri law, I understand that:

- In order for a legally valid shareholder meeting to be held, more than 50% of the Corporation's shareholders must be present in person or by proxy.
- I am entitled to one vote upon each matter submitted to a vote at any meeting of the Corporation's shareholders.
- · I may cast my vote in person at the meeting or by utilizing a Proxy Ballot.

shareholders, I have the right, prior to the meeting, to	nd in person or fail to return my completed Proxy Ballot prior to a meeting of assign my vote to the Corporation's Official Proxy Committee to enable the rements as required by Missouri law and to vote on my behalf. Therefore, I relection)
Initial: Elect TO grant my proxy to	o the Official Proxy Committee, as follows:
and appoint the Official Proxy Committee of Citizen by the Board of Directors of Citizens Electric Corp substitution for me and in my name, place and stead considered at any Annual Meeting, Special Meeting adjourned meeting of any such meetings, called for	common stock of CITIZENS ELECTRIC CORPORATION, does hereby constitute as Electric Corporation, or their successors, selected and appointed from time to time poration, my Proxy and my true and lawful attorneys and agents, with full power of d, to vote as my proxy for the election of directors, and upon all matters that may be g, or any other meeting of the shareholders of Citizens Electric Corporation, or at any any purpose or purposes, at any time or place within the State of Missouri, and act in ments thereof, as mentioned above, as fully and with like effect as I could, if I was
	ercised by the Official Proxy Committee, or any member or members thereof, as a mittee shall determine or agree. This Proxy shall be in full force and effect and shall ted according to law.
Initial: Elect NOT to grant my pro	xy to the Official Proxy Committee.
Dated this day of	, 20
Office Use Only	Signature of Shareholder(s)*
Mem-Sep #:	Street Address

An individual-residential purchaser of electrical power who purchases a share of common stock shall be limited to ownership of the one (1) share purchased whether or not that individual owns, rents as Lessor or as Lessee, or occupies more than one residence. A husband and wife shall be considered as one (joint) shareholder. When shares are held by husband and wife as Joint Tenants, both should sign. When signing as Attorney, Executor, Administrator, Trustee or Guardian, please give full title as such. If a Corporation, please have signed by the President or other authorized officer. If a Partnership, Association or Agency, please sign in Partnership, Association or Agency name by the Authorized Member.

\*\*This Agreement may be executed by facsimile or other means of electronic communication and such shall be fully binding and effective for all purposes. Facsimile and electronically communicated signatures shall be treated the same as original signatures.

(Rev. 09/2015)

SERVICE AGREEMENT FOR PRE	PAID METERING	
Member Name		Office Use Only
Service Location		Acct. Number
Mailing Address (if different)		Deposit Amount
	Cell Phone	Debt Mgmt. Balance
Email		IHD Deposit Paid
Preferred method(s) of notificatio	IHD Serial Number	
Cell Phone Provider		
		SO Number
Please indicate below which notifi	CSR Initials	
Account Profile Change	Returned Check Alert	
Payment Confirmation	· · · · · · · · · · · · · · · · · · ·	
Service Disconnected	Service Reconnected	
Low Balance Threshold	Balance & Usage Alert	
High Usage Alert	Pending Auto Disconnect	

I hereby voluntarily apply to participate in Prepaid Metering offered to members of Citizens Electric Corporation (hereinafter called the "Corporation"), and unequivocally agree to the following terms and conditions:

- 1. I agree to purchase electric service from the Corporation under its Optional Prepaid Metering Service rate classification and agree to be bound by its Conditions of Use and by the Corporation's General Terms and Conditions as they are now in effect and as may hereafter be amended.
- 2. I agree to make an initial minimum prepayment of \$50.00 to my Prepaid Metering account for future electricity use.
- 3. Any deposit I have previously paid to the Corporation will be applied to my outstanding balance (if any) at the commencement of participation in Prepaid Metering, and any credit remaining after application of the deposit shall be applied to my Prepaid Metering account balance.
- 4. I authorize the Corporation to transfer any outstanding balance to my Prepaid Metering account and agree that fifty percent (50%) of any payments made on my Prepaid Metering account in the future shall be applied to the outstanding balance until said balance is paid in full. Any fees/penalties (such as a returned check or meter tampering) shall be paid before any payments are applied to my Prepaid Metering account.
- 5. I understand that I will not receive paper billing statements or disconnect notices. Information regarding my account is available via the Corporation's website at www.cecmo.com. Any notice from the Corporation required hereunder shall be pursuant to the preferred method(s) of notification I indicated above. As such, I understand that it is my sole responsibility to notify the Corporation immediately of any changes to my contact information. **Member Initial:**
- 6. I understand that should my balance reach zero (\$0.00) or less, my service will be automatically disconnected during normal business hours in accordance with the Missouri Public Service Commission's cold and hot weather rules. Upon disconnection I understand that if I, or a member of my household, rely upon medical equipment powered by electric energy, I am completely responsible for procuring alternate electric power or timely re-establishing service from the Corporation by adhering to the requirements for same set forth herein and in all applicable policies of the Corporation. **Member Initial:**

- 7. It is my responsibility to regularly monitor the balance on my account.
- 8. I understand that if I wish to use an in-home display for the purpose of monitoring my usage, I am required to post a \$125 deposit which will be refunded when the unit is returned to the Corporation in like new, working condition. The refund will be sent by check to my address on record or applied to any unpaid balance on my account.
- 9. I understand that I will receive periodic alerts via my preferred method(s) of notification when my Prepaid Metering account reaches \$20.00 or less.
- 10. I understand the Corporation will immediately debit returned checks and denied credit card payments, along with any associated charges, to my account. Should this cause my balance to be zero (\$0.00) or less, my service will disconnect on the next business day. I understand I will be required to replace the check or credit card payment with cash, a cashier's check or money order.
- 11. I understand that if I apply for energy assistance, my account will be credited when the Corporation receives verification of a pledge from the agency or charitable organization. If the pledge is cancelled for any reason, the amount of the pledge will be charged back to my account. If this causes my account balance to be zero (\$0.00) or less, CEC will send me an alert and my service will be disconnected.
- 12. Failure to receive notice by email, phone or text message or to be aware of impending disconnection by means of the Internet or in-home display unit <u>will not exempt</u> my service from disconnection.
- 13. Before my service will be reconnected, I will have to make a minimum payment of \$25 to be used for future purchases of electricity. In addition, I must pay for any outstanding balance due, except for amounts included in a debt management plan. I understand that I can make real-time payments during normal business hours at the Corporation's office, via the Internet, via phone, or at an authorized remote payment site. I understand that no reconnect fee will apply if reconnection is made within 30 days of disconnection.
- 14. To reconnect my service, I will need to push the activation button on my meter or disconnect collar. If I am unable to access my meter, I must give the Corporation express permission and authorization to reactivate my meter remotely.
- 15. I understand the Corporation reserves the right to remove my account from Prepaid Metering at any time, without consent or notification. The Corporation reserves the right to modify or end this program at any time.
- 16. I understand that any tampering with the Corporation's equipment will result in one or more of the following: immediate removal from Prepaid Metering, disconnection of service, payment of additional fees, and possible legal action.
- 17. I understand that if my Prepaid Metering account is discontinued or terminated, the Corporation may transfer any unpaid balance to any other like-account I may have with the Corporation or refer any unpaid balance to the Corporation's third-party collection agency.
- 18. I, the undersigned, HEREBY RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND HOLDS HARMLESS, the Corporation, their respective agents, employees, assigns or representatives FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED IN WHOLE OR IN PART BY my participation in Prepaid Metering.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE SURRENDERED SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

(Rev. 6/1/16)

RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.				
Member Signature:	Date:			
This Agreement may be executed by facsimile or other me	eans of electronic communication and such shall be fully binding and effective			

for all purposes. Facsimile and electronically communicated signatures shall be treated the same as original signatures.