

MEMBERSHIP AGREEMENT TERMS & CONDITIONS

PO Box 40, Oakdale, WI 54649 | 800-241-2468 | Fax 608-372-5173 | www.oakdalerec.coop



Applicant (which includes any co-applicant) agrees to the following Terms and Conditions of membership:

1. This application and agreement together with the Articles of Incorporation and Bylaws of the Cooperative (available at our office located at 489 N. Oakwood St. Tomah, WI 54660), and such rules, regulations, and policies as may from time to time be adopted by the Board of Directors or management of the Cooperative constitutes a contractual agreement between the Applicant and the Cooperative. The Applicant agrees to comply with and be bound by all of those provisions.
2. Applicant acknowledges and agrees that the Cooperative may update and revise these terms and conditions from time to time. Applicant will be notified of any changes to the terms and conditions of this Agreement. Applicant's continued use of Cooperative services following any revisions to these terms and conditions shall constitute Applicant's consent and agreement to such new and/or revised terms and conditions. Applicant may terminate Applicant's account with the Cooperative if Applicant does not want to continue receiving service from Cooperative in accordance with any changes to these terms and conditions.
3. Applicant agrees to purchase from the Cooperative all electric energy for use on Applicant's premises described on the application and shall pay monthly, or as otherwise scheduled, therefore in accordance with the rate schedule applicable to the class of service used, along with any other charges, deposits, interest, fees and/or penalties. Production or use of electric energy on such premises, regardless of source thereof, by means of facilities which shall be interconnected with Cooperative facilities, shall be subject to appropriate regulations as shall be fixed from time to time by the Cooperative.
4. Applicant represents that Applicant lawfully owns, controls, or occupies: (a) the real, personal, and intangible property to or for which the Cooperative provides Service ("Property") at each Service Location and (b) the real property underlying or comprising each Service Location. Applicant represents that all Property at each Service Location complies with: (a) all building, zoning, and similar regulations or requirements necessary to lawfully use Service; (b) all safety, health, and similar regulations or requirements necessary to safely use Service; and (c) all operating, engineering, and similar regulations or requirements necessary to safely, efficiently, and reliably use Service and necessary for the Cooperative to safely, efficiently, and reliably provide service to Applicant and other persons.
5. Applicant hereby consents to the entry by the Cooperative upon the Applicant's land to construct, place, reconstruct, rephase, operate, repair, maintain, relocate, and replace thereon, overhead and underground, and in or upon all streets, roads, or highways on or abutting said lands, an electric transmission or distribution line, or lines, or systems, voice and/or data communication system(s), or any combination thereof, including all supporting devices, which shall remain the property of the Cooperative; and, from time to time, to cut down, trim, control the growth of, or eliminate by chemical spray or mechanical means, such trees, shrubbery, and other plant growth under or adjacent to said lines and to eliminate present or future hazards to the rendition of adequate service thereby; and the right to apportion the rights herein to third parties; and the right to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any third parties. The Cooperative shall have the right to enter upon and use the right-of-way granted here, without charge, in consideration of the benefits Applicant will receive from the Cooperative's similar use of rights-of-way provided by its other members for the construction and operation of its system. All lines, meters, and property entrances shall be accessible to the Cooperative at all times.
6. Applicant consents to execute and deliver to the Cooperative, upon the Cooperative's request, an easement in such form as the Cooperative designates, evidencing the rights conveyed here over Applicant's property at the Service Address described in Applicant's application for service. Applicant agrees that the Cooperative shall at all times have the right to license, permit, or otherwise agree to the joint use and occupancy of the easement by any other person, association, or corporation for electrification, telecommunication, or cable television purposes without the necessity of obtaining additional consent from Applicant.
7. By accepting service from the Cooperative, the Applicant agrees to hold the Cooperative harmless from any losses or damage to life or property resulting from power interruptions caused by circumstances beyond the control of the Cooperative, and/or the Applicant's failure to have said premises wired according to applicable codes, regulations or requirements of the Cooperative. Applicant has the sole and exclusive responsibility for any wiring done beyond the metering point.
8. Membership in the Cooperative shall be recorded in the joint names of Applicant and his or her spouse, if any, unless otherwise designated by Applicant in writing. When application is for joint membership, the Applicant parties are jointly and severally bound by the terms of this application and agreement and for any debts or obligation owed to the Cooperative by that joint membership. If a membership interest held jointly is transferred upon the death of either joint Applicant, such transfer does

not release or relieve the deceased Applicant or his or her estate from any debts or liabilities of such Applicant to the Cooperative.

9. Applicant hereby understands, expressly consents to and agrees that the Cooperative or its agents may use Applicant's e-mail address(es), landline telephone number(s), and/or cellular phone number(s) disclosed to the Cooperative for communicating with Applicant and for delivering electronic notifications to Applicant through the use of an automated telephone dialing system, an artificial voice or pre-recorded voice messaging system, text messaging, and/or other communication systems. Such Cooperative business may include, but not be limited to, matters involving service or interruptions in service, emergencies, past due bills, account collections, and other communications about Applicant's account.
10. Applicant warrants that the information contained in the application is true and correct. Applicant shall be responsible for any damages, costs, and/or expenses, including attorney fees and legal expenses, caused by Applicant's failure to pay any amount charged or assessed by Cooperative, comply with the Cooperative's Articles of Incorporation, Bylaws, rules, regulations, or policies, or provide Cooperative with accurate and truthful information.
11. It is the sole responsibility of the Applicant to make any changes or corrections in the name or address of the Applicant, or to advise the Cooperative of any changes in the Applicant's marital status or provide other information necessary to the Cooperative for purposes of providing services described herein. The Applicant consents to communications from the Cooperative relating to the provision of service to the Applicant.
12. Applicant authorizes the Cooperative to investigate Applicant's credit record, which may include requesting, receiving, and/or evaluating any communication of information from a credit or consumer reporting agency, financial institution, or other individual or entity regarding Applicant's credit worthiness, credit standing, credit capacity, character or mode of living which Cooperative may use or collect to establish Applicant's eligibility for extension of credit, credit transactions, or to review or collect a Cooperative account held by Applicant.
13. **Commercial Service only:** By listing individuals identified as "Contact Person" in the Application, you are authorizing such person(s) to have access and make changes to your account. You are responsible for notifying the Cooperative of any changes to such authorized representative. You may designate or change such authorized representative by contacting the Cooperative.
14. **Residential service only:** Whenever there is a person in Applicant's household whose health or safety may be threatened by an interruption in service because of infirmities of aging, developmental or mental disabilities, the use of life support systems, or like infirmities incurred at any age, or the frailties associated with being very young, Applicant is responsible for notifying the Cooperative of such situation.
15. As security for any amounts for which Applicant may become indebted to Cooperative, including any service charges, penalties, late fees, or other amounts of any kind or nature, the Applicant hereby conveys, grants and pledges to Cooperative a first priority security interest in all of Applicant's right, title and interest in any patronage capital allocated to Applicant on the books and records of Cooperative. Cooperative shall be entitled to exercise its rights under the security interest herein conveyed as provided by the Bylaws and by such policies, rules, and regulations as may from time to time be adopted by the Cooperative, including the right to offset Applicant's indebtedness against such patronage capital allocated to Applicant. Applicant hereby authorizes Cooperative to file such financing statements or other documentation as may be necessary to perfect this security interest, and Applicant shall cooperate in executing such documents as may be necessary for Cooperative to enforce this security interest.
16. Off-peak service is provided at reduced rates and subject to periodic power interruptions. Applicant agrees to supply a backup heat source capable of maintaining temperatures at a level to prevent freezing during the interrupted power periods. OEC retains the right to inspect, with reasonable prior notice, off-peak equipment. Tampering with equipment or unauthorized use of the service will result in: (1) full rate charge applied for the preceding 12 months; (2) termination of off-peak service rate; and (3) removal of all load management equipment. Applicant agrees to be responsible for any damage to OEC equipment caused by the Applicant's failure to comply with these requirements or any other requirements for off-peak service established under OEC policies.
17. Operation Round Up® Program: As a member of OEC, Applicant is automatically enrolled in the Operation Round Up® program and Applicant's energy bill will be rounded up to the next highest dollar each month. The extra charge will benefit charities and community service organizations within OEC's service territory. The average yearly cost for participation is about \$6. Applicant further understands that the decision to participate in Operation Round Up® can be revoked in SmartHub or by notifying OEC of such decision at any time.