

# OREGON TRAIL ELECTRIC COOPERATIVE

## MEMBERSHIP APPLICATION AND AGREEMENT

\_\_\_\_\_  
Applicant name(s)

\_\_\_\_\_  
Date

The above named Applicant(s) hereby applies for membership with Oregon Trail Electric Cooperative (OTEC), and in consideration of the acceptance and approval of this Application by OTEC, agrees as follows:

1. Applicant shall pay a membership fee of \$0.01 that will be included as part of the first connect fee.
2. Applicant applies for and requests to receive electric power and/or other services (“Service”) from OTEC at the service location(s) (“Service Location”) described on the attached Reference Sheet. Applicant consents to being a member of OTEC and shall have all the rights, privileges and obligations granted to members under the Articles of Incorporation, Bylaws, Rules, Regulations and Tariffs (“Governing Documents”) of OTEC.
3. In applying to become, and in remaining a member of OTEC, Applicant authorizes OTEC:
  - a. to request, receive, and evaluate information from a consumer reporting agency or financial institution regarding Applicant’s credit worthiness and credit standing, which OTEC may use to establish eligibility for past, present, or future extension of credit and the establishment of a future account associated with OTEC providing Service to Applicant,
  - b. to recoup, offset, or set-off any amount owed to OTEC by Applicant, including any compounded interest and late payment fee, by reducing the amount of any capital credits, patronage dividends, or similar amounts retired and paid or to be paid to Applicant, regardless of any statute of limitation or other time limitation,
  - c. to conduct transactions with Applicant electronically and to retain electronic records, data and signatures with respect to Applicant’s usage of and payment for Service, and
  - d. to install and maintain automatic, electronic and/or digital meters or other equipment on Applicant’s premises at a Service Location which are directly related to the Service provided by OTEC to Applicant.
4. Applicant agrees:
  - a. to pay all amounts charged by OTEC for Service provided to a Service Location, as well as all security and other deposits, contributions, prices, rates, late fees, delinquency charges, finance charges, interest, and other amounts assessed by OTEC with respect to such Service,
  - b. to comply with the Governing Documents, as they currently exist or as they may later be adopted or amended,
  - c. to pay OTEC for damages, costs, and expenses caused by or associated with Applicant’s failure to: (a) pay any amount charged or assessed by OTEC; (b) comply with the Governing Documents; or (c) provide OTEC truthful, accurate, and complete information, and
  - d. pursuant to terms and conditions specified by OTEC, and without financial compensation from OTEC, to grant or transfer to OTEC a written servitude, easement, license, or other right requested by OTEC, (i) to provide Service to Applicant’s Service Location, (ii) to provide electric energy or electric energy distribution service to other OTEC members, (iii) to extend distribution lines from OTEC facilities on or across Applicant’s lands or property to other OTEC members, and (iv) to execute documents regarding such grants or transfers.

5. Applicant hereby represents to OTEC that:
  - a. Applicant lawfully owns, controls or occupies the property and Service Location at which OTEC Service is requested,
  - b. all property of whatever nature owned or controlled by Applicant at each Service Location complies with all building, zoning, safety, electrical and similar regulations or requirements necessary to lawfully use the Service provided by OTEC.
6. OTEC shall have no responsibility to inspect Applicant's electrical wiring at a Service Location or to determine if such wiring is safe. The Applicant shall be responsible for assuring safe premises wiring and for providing protective equipment that will provide protection against unusual line conditions such as single phasing and reversal of phases. All motors of 10 horsepower or greater shall be fitted by Applicant with suitable secondary capacitors.
7. All service lines supplying Applicant with electric energy and all switches, meters, and other appliances and equipment constructed or installed by OTEC, or constructed or installed by the member, at a Service Location or on the Applicant's property shall, at all times, be the sole property of OTEC.
8. Applicant hereby grants to OTEC the right and easement, at no cost to OTEC, to construct, maintain, and remove its electric lines and equipment on or across Applicant's property, and in order to comply with local, state, and federal safety requirements, to cut or trim trees, shrubs, or other natural growth to keep them clear of all parts of OTEC's electric system including dead, weak, or leaning trees that are tall enough to strike wires if they should fall.
9. This Agreement shall be governed by and interpreted under the laws of the state of Oregon. Venue for any disputes hereunder shall be the 8<sup>th</sup> Judicial District, Baker County Circuit Court, Oregon. Any action brought against the Cooperative arising from these Bylaws shall be commenced within two years after the cause of action has accrued.

Service location(s):

---

Applicant's signature

Mailing address:

---

Co-applicant's signature

Type of membership:      Individual      Joint

Rate schedule:

