

Electric Service and Cooperative Membership BUSINESS APPLICATION

1102 W 9th Street North, PO Box 99, Ladysmith, WI 54848 • (715) 532-5524 • Fax (715) 532-3065 • https://www.jrec.com/

Start/Connect Date	JREC Use Only
☐ Owner ☐ Renter (property owner info)	Member #
Do you have a Generator? Yes □ No □	Account #
	Date Received
Type of Service (check all that apply): Dairy Farm Farm-Other Commercial/Industrial	
☐ Public Building ☐ Other	
Has the applicant below previously had service with JREC? \Box Yes \Box No	
Applicant Business Name:	
Type of Business: ☐ Corporation ☐ LLC ☐ Cooperative ☐ Partnership ☐ Ot	ther
State of Incorporation or Organization:	
Federal ID No or Social Security No:	
Service Address:Street address City/State/Zip	
Billing Address (if different than Service Address): Street/P.O. Box City/State/Zip	
Applicant's Authorized Representative*: First MI	Last
Title or Office within Business:	
Primary Business Phone**: Direct Business Phone**: Cel	ll Phone**:
E-mail Address:	
(*See JREC Electric Service and Cooperative Membership Terms and Conditions concerning the authority of Applicant's Authorized Representatives. Applicant may designate additional authorized representatives by completing an authorization form available from JREC.)	
(**Applicant must provide at least one phone number where it may be contacted. See Terms and Conditions for more information concerning telephone notifications.)	
Additional Programs/Services	
☐ I wish to participate in the <i>Evergreen</i> Program. <i>Evergreen</i> is a voluntary renewable (green power) program support the higher costs of producing renewable energy. Participants pay a small charge each month in additionable of the state	
More details about the program may be found on the JREC website or by contacting JREC. I wish to participate in the Community Cents Program (see Terms and Conditions for information about Community Cents).	
PPLICANT:	
Signature Business Title	Date Signed

The ABOVE-SIGNED APPLICANT HEREBY APPLIES FOR MEMBERSHIP IN JUMP RIVER ELECTRIC COOPERATIVE (herein called JREC). BY SUBMITTING THIS APPLICATION TO JREC, THE APPLICANT ACKNOWLEDGES THAT APPLICANT HAS RECEIVED AND AGREES TO THE JREC ELECTRIC SERVICE AND CO-OP MEMBERSHIP TERMS AND CONDITIONS.



Electric Service and Co-op Membership TERMS AND CONDITIONS

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- 1. Upon acceptance by Jump River Electric Cooperative, Inc. (JREC or the Cooperative), the Applicant (including, wherever this term is used, any Co-Applicant) shall become a member of JREC. The signed *Application for Membership and Electric Service* and these Terms and Conditions, along with the JREC Articles of Incorporation, Bylaws, and such rules, regulations, and policies as may from time to time be adopted by the JREC Board of Directors or management, constitute a contract between the Applicant and JREC and shall remain in force until terminated pursuant to the policies of JREC. Applicant agrees to comply with and be bound by all of those provisions. Copies are available upon request.
- 2. Applicant acknowledges and agrees that the Cooperative may update and revise these Terms and Conditions from time to time in its sole discretion. Applicant will be notified of any material changes to these Terms and Conditions. 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 JREC if Applicant does not want to continue receiving service from JREC in accordance with any changes to these Terms and Conditions.
- 3. Applicant authorizes JREC to request, receive, and/or evaluate any written, oral, or other communication of information from a credit or consumer reporting agency, financial institutions, or other individual or entity regarding Applicant's credit worthiness, credit standing, character or mode of living which JREC may use to establish Applicant's eligibility for extension of credit, credit transactions, or to review or collect a JREC account held by Applicant. Applicant may be required to provide a deposit to ensure payment of utility bills. The deposit may be applied by JREC to unpaid bills in accordance with JREC policies.
- 4. **Telephone Notifications.** By signing the application and disclosing a mobile and/or landline telephone number, Applicant agrees that for Cooperative business, Cooperative agents can call that number, including using an automatic telephone dialer and/or that Cooperative agents can send a prerecorded and/or text message to that number. 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. Applicant understands that Applicant is not required to provide consent as a condition of purchasing any property, goods or services, and may revoke this consent at any time by contacting JREC. Applicant agrees to notify JREC immediately if Applicant voluntarily or involuntarily relinquishes any number(s) identified in the *Application for Membership and Electric Service*.
- 5. Applicant will purchase from JREC all electric energy for use on the premises designated as the "Service Address." Applicant shall pay monthly, or as otherwise scheduled by JREC, the rates to be determined from time to time according to JREC policies, along with any other charges, deposits, interest, fees, and/or penalties. This may include a minimum monthly fixed cost of delivery charge(s) regardless of the amount of energy consumed by Applicant. Applicants agrees to start paying the monthly fixed cost of delivery charge plus Wisconsin Sales Tax as soon as the electric service is extended to the Service Address, even if the meter is not installed and/or Applicant is otherwise not prepared to receive electric service. The Cooperative reserves the right to limit the amount of electric energy to be furnished for industrial use.
- Applicant represents that Applicant lawfully owns, controls, or occupies: (a) the real, personal, and intangible property to or for which the Cooperative provides Service at each Service Address and (b) the real property underlying or comprising each Service Address. Applicant represents that all property at each Service Address complies with: (a) all building, zoning, and similar regulations or requirements necessary to lawfully use JREC service; (b) all safety, health, and similar regulations or requirements necessary to safely, efficiently, and reliably use JREC service and necessary for JREC to safely, efficiently, and reliably provide service to Applicant and other persons.
- 7. Applicant hereby grants and transfers to JREC a perpetual and exclusive easement and right-of-way on Applicant' property and consents to the entry by JREC upon the Applicant's property to construct, reconstruct, re-phase, operate, repair, maintain, relocate or replace thereon or under the surface thereof all poles, cable, wire, or other attachments, equipment, accessories, or appurtenances necessary or appropriate for the transmission or distribution of electric energy and data and communication services to the Applicant's premises and the premises of other members, existing or future, under reasonable terms and conditions determined by JREC. JREC 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 JREC'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 must be accessible to JREC.
- 8. Applicant will execute and deliver to JREC any and all written easements and affidavits in such form as JREC may request evidencing the rights conveyed herein 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.
- 9. Applicant acknowledges, agrees, and consents that JREC may cut, trim, and/or remove, including through the use of chemical brush control, any trees, brush, or other vegetation that might interfere with the construction or operations of JREC's facilities, and that such rights to clear vegetation are included in the scope of the easement and right-of-way that Applicant grants to JREC as provided herein. Any separate agreement entered into by JREC and Applicant to specify or otherwise modify the manner in which such vegetation is cleared shall control to the extent of any conflicts with this paragraph.

- 10. Applicant's premises must be wired in accordance with wiring specifications which meet all JREC, local, state and national code requirements. Applicant has sole and exclusive responsibility for any wiring done beyond the metering point. If upon inspection, Cooperative disapproves of the wiring, the applicant shall make all necessary changes to conform with the above codes and requirements; and, if such changes are not made within the time specified by the Cooperative, electric service may be discontinued until such changes have been made and approved by a duly licensed inspector and/or the Cooperative. Applicant agrees to indemnify and hold the Cooperative harmless from any and all liability of every kind and nature for damage which may occur from defective wiring of said premises, from failure to inspect said wiring and, or due to discontinuance of service necessitated by wiring which does not meet the above-noted codes and requirements.
- 11. JREC will attempt to provide continuous service but does not guarantee an uninterrupted and undisputed supply of electric service. To the extent permitted by applicable law, Applicant agrees to hold JREC harmless from any loss or damage to life or property resulting from the interruption or disturbance of service. JREC will not be liable in any event for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service. JREC shall have the right to suspend the supply of electrical energy for making repairs, improvements or extensions, or when necessitated by acts or regulations beyond its control.
- 12. Commercial Service only: By listing individuals identified as "Authorized Representatives," Applicant is authorizing such Authorized Representatives to have access and make changes to Applicant's account. Applicant is responsible for notifying JREC of any changes to the Authorized Representatives. Applicant further warrants and represents to JREC that any individuals designated as Authorized Representatives have consented to receive telephone notifications from JREC consistent with these Terms and Conditions. Applicant may designate or change its Authorized Representative(s) by contacting JREC.
- 13. In submitting the application for membership, Applicant warrants and represents JREC that the information contained therein is true and correct. Applicant(s) 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 JREC, comply with the JREC Articles of Incorporation, Bylaws, rules, regulations, or policies, or provide JREC with accurate and truthful information. It is the responsibility of the Applicant to make any changes or corrections in the name or address of the Applicant, or to advise JREC of any changes in the Applicant's marital status or provide other information necessary to JREC for purposes of providing services described herein.
- 14. As security for any amounts for which Applicant may become indebted to JREC, including any service charges, penalties, late fees, or other amounts, the Applicant hereby conveys, grants and pledges to JREC 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 JREC. JREC 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 JREC, including the right to offset Applicant's indebtedness to JREC against such patronage capital allocated to Applicant. Applicant hereby authorizes JREC 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 JREC to enforce this security interest.
- 15. If Applicant defaults on Applicant's member's account, Applicant agrees to pay a late payment fee as specified by JREC, which sums may be deducted from any funds due the member, his/her survivor, or estate. If JREC commences collection proceedings, the Applicant must pay late payment fees and all costs of collection, including reasonable attorney's fees, incurred by JREC in collecting all sums owed.
- 16. By checking this box, applicant authorizes JREC to enroll applicant into the Community Cents program. This program allows JREC to round up the applicant's energy bill to the nearest dollar. This money will be donated to a worthy cause, chosen by the Community Cents, Inc. Board of Directors. I understand that by checking this box, my energy bill will be rounded up to the nearest dollar and that unless I notify JREC that I would like that changed, this monetary round up will happen until I no longer receive power from Jump River Electric Cooperative.