

Sierra Electric Cooperative, Inc.

610 Hwy 195 • P.O. Box 290 • Elephant Butte, New Mexico 87935 Tel: 575-744-5231 • Fax: 575-744-5819

www.sierraelectric.org

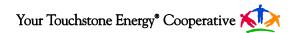
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## APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

- 1. The undersigned hereby applies for membership in the Cooperative and for electric service at the location described below.
- 2. Applicant agrees to comply with and be bound by the Bylaws and Articles of Incorporation of the Cooperative and all rules, regulations and rates established by the Cooperative existing on the date of this Application and as they may thereafter be adopted and amended, which along with the following obligations are sometimes referred to as the "membership obligations".
- 3. Regarding easements, Applicant agrees to and specifically acknowledges Section 1.08 of the Cooperative's Bylaws requiring members to grant easements to the Cooperative. Applicant agrees to grant easements and rights-of-way to the Cooperative, as determined by the Cooperative, to best service the Applicant's and members' needs for electric service, now or in the future, on and under lands owned by, leased by or mortgaged to the Applicant. Applicant agrees to execute and deliver to the Cooperative such grants of easements and rights-of-way on forms acceptable to the Cooperative. Applicant's grants of easements and rights-a-way across Applicant's property for the Cooperative's service to members shall be made without receiving dollar payment from either the Cooperative or other members. Applicant's duty to grant easements and right-of-way constitutes one of Applicant's membership obligations in return for which Applicant is a member of the Cooperative, pursuant to the Cooperative's Bylaws, Articles of Incorporation, rules, regulations, rates and this Application. Applicant further acknowledges that the Cooperative uses and possesses many existing easements as of this date that are prescriptive easements, validated by its Bylaws, and are not officially surveyed.
- 4. Applicant agrees, when service becomes available, that all electric energy used on the premises described below will be purchased from the Cooperative and will be paid therefore monthly at rates to be determined from time to time in accordance with the Bylaws of the Cooperative.
- 5. Applicant agrees to deposit with the Cooperative such consumer's deposit as is required by the rules and regulations of the Cooperative and that any portion of said deposit not applied to the payment of bills due to the Cooperative shall be refunded to Applicant upon termination of service.
- 6. The acceptance of this Application by the Cooperative shall:
  - A. Constitute a contract for electric service between Applicant and Cooperative, which shall continue in force until cancelled by at least fifteen days written notice by either party to the other.
  - B. Constitute an acceptance of Applicant to membership in Cooperative with such rights and liabilities as are specified in the bylaws of Cooperative, provided, however, that said membership shall terminate when Applicant ceases to purchase electric energy from Cooperative.
- 7. If Applicant is accepted as member of the Cooperative, Applicant hereby authorizes Cooperative, upon termination of membership, in any manner to cancel said membership.
- 8. Applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of Cooperative, and it is expressly understood that under the law Applicant's private property cannot be attached for any debts or liabilities.
- 9. Applicant hereby acknowledges and accepts that the statewide monthly newspaper, "The Enchantment" normally shall be the method for all official notification,; provided, however, the Cooperative may provide any other supplemental notice of dates, times, purpose of member meetings, or any other business which may require special notice pursuant to Section 3.03 of its Bylaws. If Applicant does not wish to receive the Enchantment newspaper, he must advise the Cooperative of such in writing.
- 10. Applicant agrees that electric service at the meter and beyond cannot be connected until inspected and approved by State Electric Inspector.
- 11. This contract, including the applicable rate schedule, shall at all times be subject to change or modification by order of the New Mexico Public Regulation Commission. You will receive notice in accordance with the Commission's requirements when we are requesting the Commission to take action which could cause a change in the terms of this contract.

Applicant Initials: \_\_\_\_\_

Co-Applicant Initials:

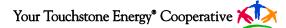


Sierra Electric Cooperative, Inc. is an Equal Opportunity Provider and Employer



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Type of Membership (check one			
Applicant Last Name:		First Name:	MI:
Social Security No.:		Date of Birth:	
If Married, Spouse Name:			
Spouse Social Security No.:		Spouse Date of Birth:	
Organization Name:			
If Organization, list Primary Cor	ntact Person(s):		
Mailing Address:			
(Street or PO Box,	City, State, Zip)		
Phone - Home:	Cell:	Work:	
Alternate Phone No.:			
Applicant Signature & Date		Co-applicant Signature	e & Date
For Sierra Electric Use Only:			
Member No.	Service Location	Dep	oosit
Connect Fee	Letter of Credit (Yes	or No) App	olication Taken By



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