

TERMS AND CONDITIONS OF SERVICE

The undersigned (hereafter called the "applicant") hereby applies for membership and agrees to pay a \$250 new service charge (plus \$17.19 sales tax plus \$1.25 county sales and use tax within the following counties: Otter Tail, Wadena, Becker, Todd and Douglas). The applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the cooperative, and it is expressly understood that under the law, the applicant's property cannot be attached for any such debts or liabilities.

The applicant agrees that the applicant's wiring will be in accordance with the state wiring specifications. The applicant will abide by the provisions of the articles of incorporation and by-laws of the cooperative, and will abide by such rules, policies, service standards, and regulations which may from time to time be adopted by the cooperative. The applicant further grants right of access to the applicant's property for the purpose of extending and maintaining electrical service.

A \$2.00 News Flashes subscription is deducted from the applicant's capital credit allocation annually.

The applicant agrees to the additional terms and conditions of service as listed on this application. The applicant agrees to pay applicable service charges and minimums for the classification of service hereby applied for and as specified in the cooperative's policies and rate schedules.

PAYMENT

Bills for service shall be paid at the office of the cooperative monthly on or before the due date of the bill. Should the applicant fail to pay any such bills at the time specified, the cooperative may discontinue service by providing written notice to the applicant. The policies of the cooperative shall be applicable.

The applicant agrees that if at any time the rates under which the cooperative purchases energy at wholesale are modified or if the cost of rendering electric service hereunder increases, the cooperative may make a revision in the rate for service hereunder.

CONTINUITY OF SERVICE

The cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electrical power and energy. If such power supply shall fail or become defective through act of God, public enemy, accident, strikes, labor troubles, actions of the elements, inability to secure right-of-way, inability to secure needed permits, or for any other causes beyond the reasonable control of the cooperative, the cooperative shall not be liable therefore.

The irrigation season shall be the period between May 1st and October 31st of each year. The cooperative at its option may disconnect the service after October 31st and reconnect the service prior to April 30th each year.

SERVICE EQUIPMENT

The applicant shall furnish equipment for the applicant's facilities as follows:

- a. Reduced voltage starting equipment when and as required by the cooperative
- b. Protective equipment to adequately protect the applicant's facilities from overload, low voltage, voltage surges, single-phasing, and improper rotation.
- c. Switchgear approved by the cooperative in the event generating equipment is installed at the applicant's premises.
- d. Other service or protective equipment as required by in the cooperative's service standards.

FOR NEW SERVICE

The applicant agrees that once service has been made available by the cooperative, a monthly facility charge will be billed to the applicant's account until a meter has been installed, at which time the monthly facility charge becomes part of the normal electrical service bill.

FOR LEASED ROADWAY LIGHTING

The applicant agrees to receive leased lighting service for a minimum period of 12 months.

VOTING RIGHTS

Each membership is eligible for one vote. Please refer to the LREC Articles of Incorporation and By-laws for details.

NOTICE OF CANCELLATION

The cooperative has the right to cancel any application that has not progressed after a year's time. Any fee's that have been prepaid will be refunded.

COLLECTION COSTS

Should applicant fail to pay any amounts owed the cooperative, the cooperative is entitled to collect and recover from applicant, and applicant agrees to pay or reimburse the cooperative for, all costs of collection including interest, late charges, attorney's fees, and any other expenses incurred by the cooperative.

STATEMENT OF NON-DISCRIMINATION

Lake Region Electric Cooperative is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.