



CHOCTAWHATCHEE ELECTRIC COOPERATIVE

655 US Hwy. 331 N., P.O. BOX 512 DeFuniak Springs, Florida 32435
(850) 892-2111 (800) 342-0990

FORMS MUST BE COMPLETED IN FULL

W-9 Business Name _____

() Sole Proprietor () Partnership () Corporate () Other _____

Owner _____

Federal tax ID # _____ Social Security # _____

Authorized Representative: _____ Title: _____

Authorized Representative: _____ Title: _____

Mailing Address _____

City _____ State _____ Zip _____

Site Phone # _____ Mobile Phone # _____ Fax _____

Email Address _____

Check One: () New Service No meter service at location () Existing Service Previous meter service at location

Requested Connect Date _____ County & Permit Number if New Service _____

Check One: () House () Condo () Mobile Home () RV Park Lot () Temporary Service () Water Pump () Shed () Other

Physical Address of Service Location _____ City _____

Driving Directions _____

Do You () Own () Rent If Rent, Name of Landlord/Rental Agency _____

Landlord phone _____

Have you ever received service from CHELCO? If yes, location of service _____

Date of service _____ What name? _____

I understand that if additional facilities must be constructed to serve a requested location, the cooperative will provide me with a Work Proposal, and I must pay the required Cost In Aid to Construction (CIAC). Proposals are valid for 90 days, and total CIAC must be paid prior to installation of CHELCO facilities. Any deviation from facilities agreed upon, including but not limited to, changing the closest point of attachment or changing the facilities from overhead to underground, will result in additional CIAC. All facilities installed and maintained by CHELCO are and will remain the sole property of CHELCO. Furthermore, I understand that said facilities may be removed at the discretion of the cooperative after the premise has remained idle for a term greater than 11 months.
Initial: _____ Date: _____

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, AND AN AUTHORIZED REPRESENTATIVE OF THIS COMPANY. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED: _____ **TITLE** _____ **DATE** _____

SIGNED:

_____ **TITLE** _____ **DATE** _____ Revision

The State of Florida requires that sales tax be charged on the sale of electricity unless it is for an exempt purpose. Three of the exempt purposes are:

1. Residential use ó Residential use only
2. Common use area multifamily housing and model homes as long as none of the electricity is used for nonexempt purposes.
3. Nonprofit organization ó exemption status that is filed with the State of Florida (must enclose the exemption certificate if you are exempt from being charged state sales tax).

If any part of the power is for nonexempt purposes, then tax must be charged on the whole account.

If your account is exempt from sales tax, please indicate the appropriate reason and sign below.

Reason for exemption from Florida State Sales Tax _____

I CERTIFY THAT THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED _____ **DATE** _____

TITLE _____

GENERAL CONDITIONS and TERMS of AGREEMENT

1. Applicant shall pay CHELCO the sum of \$5.00, which will constitute the applicant's membership fee. Applicant, by paying the membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of CHELCO and it is expressly understood that under the law his or her private property cannot be attached for any such debts or liabilities. The acceptance of this application by CHELCO shall constitute an agreement between the applicant and CHELCO. Applicant hereby agrees to abide by the rules, regulations, and Bylaws of CHELCO as may be amended from time to time. By signing below, Applicant states that he or she has reviewed a copy of the most current Bylaws.
2. Applicant attests by the submission of this request for service financial responsibility, ability and willingness to pay our invoices in accordance with the following terms and conditions: Terms of payment are net 21 from the date of the invoice. Late fees in the amount of 10% up to \$25.00 and 2% on balances over \$25.00 will be assessed on the 22nd day after the invoice date, when the account will be considered in default. Service is subject to disconnection after the 13th day the account is in default (34 days after the invoice date). Applicant agrees that any debt owed by Applicant may be set off against any assets CHELCO is holding belonging to Applicant. Applicant agrees that if an unpaid balance is due on an account for utility service at the service location covered by the Applicant, or any service location of Applicant, service may be terminated and such unpaid balance transferred to an active account of Applicant as a due and payable debt of the active account.
3. Applicant agrees to provide five calendar days advance notice to CHELCO of any distributed generation or any changes to member's service type.
4. Applicant(s) agrees that in any action, suit or proceeding to collect any amount due under Applicant's account, CHELCO shall be entitled to reimbursement from applicant(s) for all costs and expenses reasonably incurred in such collection, including, but not limited to, all collection and court costs, delinquent account disconnect and reconnect fees, and all attorney's and expert's fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings. If the final bill is turned over to a collection agency, a 35% fee will be added to the bill total.
5. Applicant will be responsible for notifying CHELCO of all address changes made by the Applicant.

6. Applicant consents that CHELCO by its agents, servants, employees or representatives shall at all reasonable times have the right to ingress or egress, to and from the premises described herein for the purpose of reading, installation, removal or repair of any meter on said premises and for such other purposes as shall be necessary or incidental to the maintenance of the service herein applied for, including to trim foliage, trees, and brush and apply herbicide applications. Applicant grants to CHELCO a utility easement for same over, under, through and across Applicant's premises. Applicant hereby warrants that he or she owns said property or has authorization to grant such utility easement.
7. Applicant will cause his/her premises to be wired in accordance with wiring specifications approved by CHELCO and the applicable government agencies.
8. Applicant agrees that properly chargeable installation, repairs, and maintenance and energy shall be collectively and separately considered part of the energy and service charges to be paid monthly as the same shall accrue and that the failure or refusal to pay them or any part of them when due shall subject the applicant to the rules and regulations of CHELCO relating to discontinuance of service.
9. Applicant further understands that all undeliverable checks (capital credit, deposit, etc.) returned to CHELCO may be assessed monthly service charges until claimed.
10. As a member of CHELCO, Applicant shall be eligible to vote for Board Trustees by mail ballot. Each member may vote once and only one person may vote for each account as described in the Bylaws of the Cooperative.
11. CHELCO will make every effort to maintain continuous service: however, CHELCO will not guarantee such service to be 100 percent, and reserves the right to make emergency repairs on its lines and is not responsible for loss of property due to outages or power surges which are results of floods, strikes, riots, emergency maintenance, acts of God, outages by its power supplier, nor any other outage or power surges beyond its control.
12. CHELCO communicates critical time-sensitive and other information to members by standard mail, telephone, text messaging, and email services. By providing CHELCO with these numbers and addresses, Applicant agrees to allow CHELCO to contact you by these means. Applicant will be responsible for notifying CHELCO of any changes or updates of contact information. By applying for or using any CHELCO service, Applicant gives affirmative and explicit consent to contact Applicant and receive communications from CHELCO via standard mail or similar physical mailing service, telephone, including text messages and phone calls, and email communications in relation to services provided, billing, and for any other reason whatsoever. Applicant also confirms that Applicant is authorized to, and does, consent to these communications on behalf of all other residents, account owners, authorized signers, authorized representatives, delegates, and/or service users (collectively "Authorized Users") in relation to the services provided. Applicant shall be responsible for notifying CHELCO of any changes to any physical address, telephone number, and email address of Applicant or any Authorized Users. Applicant further explicitly consents to receive communications from the Cooperative at any hour of the day, during any day of the week, even as related to billing and collection in connection any amounts Applicant owes CHELCO. It is Applicant's responsibility to update Applicant's and any Authorized Users' records if Applicant or Authorized Users would like to communicate via a different means, during a different time period, or if any of their contact information has changed. If Applicant or Authorized Users would prefer not to be contacted by email, telephone, and/or text, or would like to update their information, they may contact CHELCO via email at memberbilling@chelco.com or in writing to CHELCO PO Box 512, DeFuniak Springs, FL 32435 to do so. Applicant's withdrawal of consent will become effective after CHELCO has confirmed receipt of the withdrawal request and had a reasonable opportunity to act upon it. Under no circumstances will any withdrawal of consent be deemed immediate. If Applicant withdraws consent, the legal validity and enforceability of prior communications delivered in electronic form will not be affected.

13. Applicant agrees that should CHELCO have any excess revenues as defined by Florida Statute § 425.21, the Board of Trustees, in its discretion and business judgment, may allocate such excess revenues to the capital accounts of members rather than paying them in cash, and may thereafter periodically choose to retire such excess revenues, as set forth in Article VII of the Bylaws. Applicant agrees that through the member's patronage, capital will be furnished to CHELCO. Applicant agrees that all amounts received from the furnishing of electric energy in excess of operating costs and expenses will be allocated to the member's capital credit account and not paid in cash. Applicant further agrees that the Board of Trustees shall have the discretion in the exercise of its business judgment to determine the manner, method, and timing of retiring capital credits. Applicant understands and agrees that a monthly capital credit account maintenance fee will be charged on all capital credit amounts subject to refund which are unclaimed by the Applicant.

14. APPLICANT SPECIFICALLY AGREES TO BE BOUND BY ARTICLE XI, SECTION 8 (ALTERNATIVE DISPUTE RESOLUTION) OF THE BYLAWS. APPLICANT AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BYLAWS, OR THE BREACH THEREOF, OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO PATRONAGE CAPITAL OR SECTION 425.21, FLORIDA STATUTES, SHALL BE RESOLVED AND DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. UNLESS OTHERWISE PROHIBITED BY LAW, EACH PARTY AGREES TO PAY THEIR OWN ATTORNEYS' FEES AND COSTS AND SHARE EQUALLY IN THE COST OF AN ARBITRATOR. THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE A CLASS ACTION ARBITRATION, OR TO HAVE AN ARBITRATION CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. YOU MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO US AT THE ADDRESS ABOVE A NOTICE ("REJECTION NOTICE") THAT WE RECEIVE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE SIGNING THIS MEMBERSHIP APPLICATION. YOUR REJECTION NOTICE MUST INCLUDE YOUR FULL NAME, YOUR CURRENT ADDRESS, YOUR CURRENT TELEPHONE NUMBER, AND THE ACCOUNT NUMBER, AND BE SIGNED BY YOU. ANY REJECTION NOTICE WILL APPLY ONLY TO THIS ARBITRATION AGREEMENT AND WILL NOT APPLY TO ANY PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY ENTER INTO WITH US. THE REJECTION NOTICE MUST BE MAILED WITH RETURN RECEIPT REQUESTED TO: REJECTION NOTICE DEPARTMENT. IN THE EVENT OF ANY DISPUTE CONCERNING WHETHER YOU HAVE PROVIDED A TIMELY NOTICE OF REJECTION, YOU MUST PRODUCE THE SIGNED RECEIPT FOR MAILING THE REJECTION NOTICE. IN THE ABSENCE OF THE SIGNED RECEIPT, OUR RECEIVED DATE STAMP ON THE REJECTION NOTICE SHALL BE CONCLUSIVE EVIDENCE OF THE DATE OF RECEIPT. THESE INSTRUCTIONS CONSTITUTE THE ONLY METHOD THAT YOU CAN USE TO EXERCISE YOUR RIGHT TO REJECT THIS ARBITRATION PROVISION.

THIS AGREEMENT SHALL BE ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT AND ANY INFORMATION PROVIDED WILL BE USED TO COLLECT UNPAID DEBT.

BY SIGNING BELOW, I CONFIRM THAT I HAVE THE AUTHORITY TO APPLY, ON BEHALF OF THE APPLICANT, TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC. AND AGREE, ON BEHALF OF THE APPLICANT, TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED ABOVE.

I DO APPLY TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC. FOR MEMBERSHIP IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN "GENERAL CONDITIONS" TO ALL OF WHICH I AGREE AND BIND THE APPLICANT TO TERMS AND BIND THE APPLICANT TO FOLLOW.

APPLICANT'S AUTHORIZED SIGNATURE _____ DATE: _____

PRINT NAME _____

TITLE _____



REPRESENTATION OF OWNER/OWNER'S AGENT

Please have the Landlord complete and return, if renting or leasing.

Required before service can be connected in renter's name.

You are notified that I am the Owner/Owner's agent of that certain real property located at the following address:

This property is presently rented or leased to _____
and such entity or person(s) is/are entitled to occupancy of these premises effective
this _____ day of _____, 20____.

Owner/Owner's Agent: _____

Owner/Owner's Agent Current Billing Address:

Owner/Owner's Agent Current Ph# _____

Owner/Owner's Agent Signature: _____ Date _____



**PERSONAL GUARANTY OF PAYMENT
FOR CORPORATE AND LIMITED LIABILITY ENTITY ACCOUNTS**

For value received, and to induce Choctawhatchee Electric Cooperative, Inc., whose address is P.O Box 512, DeFuniak Springs, Florida, 32435, (herein "CHELCO") to establish a CHELCO member utility account (herein "Account"), with or without security, for

_____, whose address is _____ (herein "Member"), the undersigned, _____, whose address is _____, (herein "Guarantor"), agrees as follows:

1. The Guarantor absolutely and unconditionally guarantees to CHELCO the prompt and full payment when due of all sums owed by Member on the Member's electrical utility account to CHELCO. The Guarantor agrees that if Member fails to fully and timely pay its Account with CHELCO, the undersigned will fully and timely pay the Account balance due without resort by CHELCO to any other person.
2. This Guaranty is an unconditional and continuing one, and all Account indebtedness to which it applies or may apply shall be conclusively presumed to have been created in reliance on this Guaranty.
3. This Guaranty shall be irrevocable by the Guarantor for so long as the Member maintains its utilities account with CHELCO and until all payment obligations guaranteed by it have been completely paid, performed and discharged.
4. If Member defaults in the payment of any Account balance, Guarantor shall pay the amount of such Account balance to CHELCO on demand. Guarantor's liability under this guaranty shall not be affected by reason of any extension of time for payment of any Account balance granted by CHELCO to Member.
5. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty.

Initials

6. This Guaranty shall be effective upon delivery to CHELCO, without further act, condition or acceptance by CHELCO. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and application of them, and to this end the provisions of this Guaranty are declared to be severable. This Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and CHELCO.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. The Guarantor: (a) consents to the personal jurisdiction of the state courts located in the State of Florida in connection with any controversy related to this Guaranty and agrees that any litigation initiated by CHELCO or the Guarantor in connection with this Guaranty shall be venued in the state courts located in Walton County, Florida.

7. Guarantor agrees that in any action, suit or proceeding to collect any amount due under Member's account, or to enforce or preserve any of CHELCO's rights under this guarantee, CHELCO shall be entitled to reimbursement from Guarantor for all costs and expenses reasonably incurred before, during or after any such collection or enforcement proceeding, including, but not limited to, all collection and court costs, delinquent account disconnect and reconnect fees, and all attorneys' and experts' fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings. If the Member's final bill is turned over to a collection agency, a 35% fee will be added to the bill total.

IN WITNESS, this Guaranty has been duly executed by the Guarantor this ____ day of _____, 20____

[Signature]

[Print Name]

SWORN to and subscribed before me this ____ day of _____, ____ by _____, who is/are personally known ____ or Produced Identification ____ Type of Identification Produced _____.

Notary Public
My Commission Expires: