



A Touchstone Energy
Cooperative

Development Contact Sheet CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

655 US HWY 331 N./PO BOX 512 DeFuniak Springs, Florida 32433/32435

(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 # _____

Primary Contact Person _____ Ph # _____

Secondary Contact Person _____ Ph # _____

Mailing Address _____

City _____ State _____ Zip _____

Primary Ph # _____ Secondary Ph # _____ Fax _____

E-Mail Address _____

Physical Address/Subdivision _____ City _____

Driving Directions _____

Have you ever received service from CHELCO? Yes No

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

SIGNED _____ DATE _____

GENERAL CONDITIONS

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 Applicants' 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 attorneys' and experts' 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 MEMBERSHP 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 _____