Commercial Membership Package Checklist

- ☐ Membership Application and Agreement
- ☐ Contract for Electric Service
- ☐ Personal Guaranty Agreement
- ☐ Damage Waiver
- ☐ Copy of your Driver's License
- ☐ Bill of Sale, Contract Use Agreement, or Other Supporting Ownership Documents
- ☐ W9
- ☐ Tax Exemption (if applicable)
- ☐ Optional Forms (available on website for download):
    - Outdoor Light
    - Bank Draft
    - Credit Card Draft

Optional forms are available for download on our website.
After you have completed the checklist, please send the documents via email (newmember@myjec.coop), mail, or stop by one of our offices. Please allow 72 hours for processing.

Jackson County District
8925 State Highway 111 South
Ganado, Texas 77962
Office: (361)771-4400

Office Hours:
Monday – Friday
8am – 5pm

Jackson Electric Cooperative, Inc.
Your Touchstone Energy® Partner

Matagorda County District
100 Cooperative Way
Bay City, Texas 77414
Office: (979)245-3029

Office Hours:
Monday – Friday
8am – 5pm

MEMBERSHIP APPLICATION AND AGREEMENT

This represents a request for membership in **Jackson Electric Cooperative, Inc.** (hereinafter referred to as "Cooperative") by the undersigned (hereinafter referred to as "Applicant"). When approved by the Cooperative's Board of Directors, this shall represent the membership agreement with the Cooperative.

A.

Applicants' signature on this form shall constitute a written request for membership in the Cooperative. Any person, firm, association, corporation, body politic or subdivision thereof is eligible for membership in the Cooperative. However, no entity shall have more than one membership in the Cooperative.

B.

Applicants' request for membership shall be accompanied by a membership fee that is in effect at the time of membership request. Membership fee is subject to adjustment by the Cooperative's Board of Directors from time to time, but Applicant will only pay membership fee in effect at time of request. Membership fee is used to secure membership status in the Cooperative and purchases no stock nor accrues interest. Membership fee is refundable upon termination of membership and compliance with Section E of this agreement.

C.

Acceptance of Applicant's membership shall allow Member to purchase said service or services as shall be provided to Members of the Cooperative. The Applicant, by paying a membership fee and becoming a member, assumes no personal responsibility or liability for any debts or liabilities of the Cooperative and it is expressly understood that under the law his private property is exempt from execution for any such liability. By executing an agreement for service, Applicant shall be bound by the Cooperative's bylaws, policies, rules and tariffs approved by the Cooperative's Board of Directors and/or the Public Utility Commission of Texas and any other governmental agency exercising jurisdiction over said service and as the above may be amended from time to time.

D.

Acceptance of Applicant's membership shall allow Member all rights and privileges within the Cooperative and the conduct of Cooperative business. The Cooperative shall use the address herein referenced or as may be updated by the Member for the purpose of providing legal notice from the Cooperative.

E.

Any Member may withdraw from membership upon payment in full of all debts and liability owed the Cooperative and upon compliance with such terms and conditions as the Board of Directors may prescribe. A Member of the Cooperative may be expelled by an affirmative two-thirds (2/3rds) vote of a quorum of the membership. Transfer of assignment of membership shall be by written request and approved by the Board of Directors of the Cooperative.

F.

Membership may be requested separately by husband or wife or can be maintained jointly by the couple. A joint membership shall entitle a couple only one vote in the Cooperative affairs.

It is the policy of this Cooperative that each Member connected to its system has a paid membership fee, connect fee and deposit, and established credit with an executed Membership Application and Agreement and executed Service Agreement for Residential/General Service. The membership fee and deposit are refundable upon discontinuing service and the payment of Member's final electric bill. The connect fee is not refundable.

Applicant Use

Date of Request:_____

Applicant Name:_____

Applicant Signature:_____

Mailing Address:_____

City, State, Zip:_____

Cell Phone #:_____

Email:_____

Social Security #:_____

TX D/L or Employee I/D #:_____

Meter Number:_____

Cooperative Use

Approval Date:_____

By:_____

James E. Coleman, General Manager
PO Box 1189
Edna, TX 77957-1189

Customer # Assigned:_____

Member Account # Assigned:_____

Jackson Electric Cooperative, Inc.

CONTRACT FOR ELECTRIC SERVICE

The undersigned, _____ (hereinafter called the "Customer") hereby on this the _____ day of _____ , 20____, makes application and agrees to purchase electric service from JACKSON ELECTRIC COOPERATIVE, INC. (hereinafter called the "Cooperative") upon the following terms and conditions:

1. **Member.** The Customer agrees to become a member of the Cooperative and file a membership agreement and pay the current membership fee. Customer will comply with and be bound by the provisions of the articles of incorporation, bylaws and tariff of the Cooperative. Said tariff is a part of this agreement to the same extent as if fully set out herein and is on file and available at any Cooperative office. Any tariff provision (including rate) may be changed by method and order or consent of any regulatory authority having jurisdiction thereof, whether or not at the request of the Cooperative.

2. **Service.** Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Customer's service location. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this contract and Cooperative's tariff. Customer herein requests electrical service as follows:

   Service Voltage requested _____, at _____ Phase.

   Connected Load to consist of the following:
   Connected Horsepower:_____Largest single Motor:_____
   Connected Misc. and lighting load:_____amps
   Connected Heating and/or Air Conditioning load:_____

3. **Rate.** Cooperative agrees to connect and bill this account under the Cooperative's approved _____ Rate Schedule (copy attached hereto).

4. **Special Service Conditions:** Customer agrees to pay a one-time non-refundable contribution-in-aid of construction in the amount of $_____ to have distribution service extended to the account location, located at _____ in _____ County, Texas. Minimum monthly bill will be the Rate Customer Charge or a Minimum Increased Customer Charge of $_____. This increased minimum shall be used to amortize either line charges or special service conditions and continue as long as service is taken for this account. This agreement shall continue for _____ years until canceled with 30 days' notice by one party to the other.

5. **Payment.** Customer agrees to purchase and pay for electric service in accordance with Cooperative's tariff. Periodically, Cooperative will render to Customer a statement of services rendered. Customer agrees to pay the total amount shown on such statement or statements within sixteen (16) days from its date. Delinquency on any one statement, if more than one, shall be considered as a delinquency on all, for payment purposes. Delinquent accounts shall be subject to a monthly fee as established by tariffs. Payment shall be made to Cooperative at its office in Jackson County, Texas.

6. **Breach.** Upon failure to make payment or perform any obligation under this Agreement, the Cooperative shall have the right to discontinue service as well as apply other remedies that may be available by law. Member understands and agrees that any damage known or unknown, foreseeable or unforeseeable resulting from a disconnect on part of the Customer shall be the responsibility of Customer and no liability shall rest in any manner or part on the Cooperative by reason of its following its rules, regulations, and policies. The address shown on the membership application, unless designated otherwise in writing by applicant, shall be deemed the address of the applicant for all legal purposes as to notice and compliance with notice provisions.

7. **Customer's Installation/Safety**. Customer warrants that his or her installation (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electrical Safety Code of the American Standards Association, as well as applicable laws or ordinances. Customer understands that electricity conducted through the Cooperative's facilities may pose a hazard and agrees that Customer shall not permit any person on Customer's premises to contact or come in close proximity to Cooperative's facilities. Customer agrees to install such wiring, controls and protective devices as necessary to adequately use and protect the customer and the public and comply with applicable codes and guidelines. The Cooperative will not conduct electrical inspections of the Customer facilities but may disconnect electrical service for faulty or hazardous conditions. The Cooperative may or may not provide prior notice of such disconnect depending upon the circumstances.

8. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the Customer and Cooperative for the service herein described. Customer agrees the Cooperative, its agents and employees have made no representations, promises, or any inducements, written or verbal, which are not contained herein.

Cooperative Use

Signed by:_____
(Authorized Employee)

Name and Title:_____

PO Box 1189

Edna, TX 77957-1189

(361)771-4400

Membership Paid:_____

Deposit Paid:_____

Connection Fee:_____

Member Use

Customer:_____
(Printed Name)

Signed by:_____
(Authorized Agent)

Name and Title:_____

Address:_____

_____

Phone:_____

Jackson Electric Cooperative, Inc.

PERSONAL GUARANTY AGREEMENT

In consideration of granting credit to or continuing credit to _____, ("Debtor"), by JACKSON ELECTRIC COOPERATIVE, INC. ("Creditor"), we, the undersigned Guarantors, whose names and addresses are listed on the attached Exhibit "A", each individually, irrevocable and unconditionally guarantee payment of Debtor's indebtedness to Creditor.

This guaranty is an absolute, irrevocable, unconditional and continuing guaranty of payment and performance under the Application for Membership and Electrical Service – Residential/General Service/Commercial entered into between JACKSON ELECTRIC COOPERATIVE, INC., AND _____.

This Guaranty is made on the following terms and conditions:

Continuing Guaranty

1. This is a continuing Guaranty and all indebtedness to which it applies or may apply under the terms of this agreement are conclusively presumed to have been created in reliance on this agreement.
2. In the event of the death of a Guarantor, the obligation of the deceased Guarantor will continue in full force and effect against such deceased Guarantor's estate as to the amount of the indebtedness guaranteed by such Guarantor that has been created or incurred by the Debtor before the time when the Creditor received written notice of the death. The death of any one or more Guarantors shall not affect the obligations of any remaining Guarantors under this guaranty.
3. Guarantor agrees that, should the status of the Debtor change, this Guaranty will continue and also cover the indebtedness of the Debtor under the new status, according to the terms set out in this Guaranty.

Guarantors agree that the indebtedness of the Debtor to Creditor, whether now or existing or hereafter created, shall be prior to any claim that Guarantors may now have or hereafter acquire against the Debtor, whether or not the Debtor becomes insolvent. Guarantors hereby expressly subordinate any claim Guarantors may have against the Debtor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against the Debtor.

Date:_____, 20____.

_____ _____

_____ _____

THE STATE OF TEXAS

COUNTY OF JACKSON

This instrument was acknowledged before me, on this the _____ day of _____ 20_____, by ____

_____.

_____

NOTARY PUBLIC, STATE OF TEXAS

Jackson Electric Cooperative, Inc.

DAMAGE WAIVER

In consideration of services performed by Jackson Electric Cooperative, Inc. ("Company") on behalf of customer ("Customer") the undersigned Customer hereby unconditionally waives any and all claims for damage that may occur as a result of driving vehicles on customer's property, setting poles and/or the trenching of the underground electrical line and/or propane line, delivery of propane or propane tanks and related equipment, including but not limited to the installation of a Generac generator by Jackson Electric Cooperative, Inc. ("Company") to the Customer's property.

This waiver of damage includes, but is not limited to, any claims with regard to underground facilities that are not marked either by the customer or as a part of the applicable State's "Call Before You Dig" service, cracked or otherwise damaged driveways, as well as all claims for damage to the Customer's lawn, yard, trees or shrubbery. In addition, the Customer explicitly acknowledges and understands that the Company's truck and delivery hose, as well as the service truck are heavy and that under certain circumstances this equipment may need to be driven or parked in places not designed to handle this weight. Notwithstanding this fact, the Customer hereby grants permission to the Company to drive or park its vehicle where necessary in order to complete the installation of the tank, delivery of propane and/or the setting of a Generac generator.

The customer hereby releases the Company from any and all liability for any damage that may occur as a result of the trenching, delivery of and set up of a Generac generator, delivery of propane or propane tanks or related equipment by the Company to Customer's business or personal residence. As used herein, Company shall include Jackson Electric Cooperative, Inc., its subsidiaries and affiliates and directors, insurers and employees.

Further, Customer agrees to indemnify Company from any and all liability, losses, claims, costs and judgements against Company out of the activities of Company outlined above.

Member Use

Signed Name: _____

Printed Name: _____

Date: _____

Cooperative Use

Jackson Electric Cooperative, Inc.

By: _____

Name: _____

Title: _____

Date: _____