



YAZOO VALLEY ELECTRIC POWER ASSOCIATION

2255 Gordon Avenue ~ Yazoo City, MS ~ 39194

Membership Application and Agreement for Electric Service

(A) Yazoo Valley Electric Power Association ("The Association," "We," "Us," or similar term) is an electric cooperative owned and controlled by Our members and operates on a nonprofit basis. The following individual(s) or entity ("Applicant," "You," or similar term) hereby applies to become a member of The Association:

Name(s) (Including Spouse): _____

Mail/Billing Address: _____

Mobile Home Registration No.: _____

Telephone Number(s): _____

E-Mail Address: _____

Social Security No. or EIN: _____

Driver's License: _____

Place of Employment: _____

Spouse's Social Security: _____

Spouse's Driver's License: _____

The individual signing this Membership Application and Agreement ("Application and Agreement") represents that:

1. Applicant is 18 years of age or older and, if more than one individual is listed as the Applicant, then: (a) he or she is authorized to act, contract, consent, authorize, represent, agree, grant, and transfer for other listed individual(s) and (b) the listed individuals are applying to become joint members of the Cooperative.

2. If an entity is listed as Applicant, then: (a) he or she is authorized to act, contract, bind, consent, authorize, represent, agree, grant, and transfer for the listed entity and (b) the listed entity is a _____ corporation, _____ sole proprietorship, _____ partnership, _____ limited liability company, _____ cooperative, _____ trust, _____ government division or agency, _____ unincorporated association, _____ estate, _____ other (_____).

(B) You apply and request to consume, receive, purchase, or otherwise use electric energy and/or electric energy distribution service, electric energy wheeling service, or other electric energy related service from Us at the following location:

Street Address: _____

City and State: _____

Type of service: (circle one) House Trailer Rental House Rental Trailer Camp Business

(C) In applying to become, and in remaining, a member of the Association:

1. You shall herewith pay to the Association the sum of \$25.00, which, if the application is approved by the Board of Directors of the Association, shall constitute the Applicant's membership fee.

2. As requested by Us, You agree to provide proof of Your identity in the form of at least two types of legal identification and a correct mailing address.

3. You shall, when it is available, purchase from the Association all electric energy for use on the premises described above, and shall timely pay monthly at rates which will be fixed by the Board of Directors of the Association, including any and all current and future dues, assessments, fees, security and other deposits, contributions, prices, rates, late fees, delinquency charges, finance charges, interest, and other amounts charged or assessed by Us for service provided to You. Any electric energy interconnected with the Association's facilities shall be subject to rules and regulations fixed by the Board of Directors. You shall pay a minimum monthly bill plus applicable State and Federal tax, regardless of the number of kilowatt hours consumed. You shall make such deposit as required to insure payment of monthly bills. You agree to having said electric energy disconnected by the Association for the failing to pay all amounts due according to policy, rules and regulations fixed by the Board of Directors. You agree to be legally liable for the payment of all electric energy used. 30 day written notice of intention to discontinue service is needed by the Association.

4. You shall cause the premises to be wired in accordance with the wiring specifications approved by the Association and shall comply with and be bound by the rules and regulations of the Mississippi Public Service Commission, the provisions of the Charter and Bylaws of the Association, as amended from time to time, and such rules and regulations as may, from time to time, be adopted by its Board of Directors.

5. You authorize us to request, receive, and/or evaluate any written, oral or other communication of information from a consumer reporting agency, financial institution or other individual or entity regarding your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which we might use or collect to establish, wholly or partially, your eligibility for past, present, or future extension of credit, which we might use in connection with a past, present, or future credit transaction, or which we might use to review or collect a past, present, or future account, associated with us providing service at the service location and each other location at which you or your agent or representative applies to use a service provided by us.

6. You authorize us, in our sole discretion, to recoup, offset or set off any amount owed to us by you, including any compounded interest and late payment fee, by reducing the amount of any capital credits, patronage dividends or similar amounts retired and paid to you, regardless of any statute of limitation or other time limitation.

7. You represent that you lawfully own, control, or occupy: (a) the real, personal, and intangible property to or for which we provide service at each service location and (b) the real property underlying or comprising each service location.

8. You represent that all property at each service location complies with: (a) all building, zoning and similar regulations or requirements necessary to lawfully use service; (b) all safety, health, and similar regulations or requirements necessary to safely use service; and (c) all operating, engineering, and similar regulations or requirements necessary to safely, efficiently and reliably use service and necessary for us to safely, efficiently and reliably provide service to you and other persons.

9. You agree to pay us for our damages, costs, and expenses, including attorney's fees and legal expenses, caused by or associated with your failure to: (a) pay any amount charged or assessed by us; (b) comply with the governing documents; (c) or provide us truthful, accurate and complete information.

10. At the location and within the dimensions determined or established by us, and without financial compensation from us, you hereby grant and transfer to us (and to such other entities with which the Association has executed joint-use or pole attachment agreements) an exclusive written servitude, easement, right-of-way, right of ingress and egress, and covenant, with an appurtenant burden running with the land, and a divisible, transferable, and assignable benefit in gross, across each service location: (a) permitting us to perform all those acts necessary to access, construct by whatever means or methods established by us (including, but not limited to, aerial, trenching, and underground methods), install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate or replace poles, lines, and other property specified by us to provide and/or to discontinue service to property at the service location, to provide and/or to discontinue electric energy or electric energy distribution service to other property or persons, to provide and/or to discontinue broadband or communication services for the Association's and for commercial purposes, or to satisfy or facilitate an obligation incurred or right granted by us to other persons; (b) permitting us to cut, maintain, trim, clear, deaden, or remove, through physical, mechanical, chemical, herbicide or other means, brush, trees, vegetation and any other growth specified by us; and (c) prohibiting you and successor owners, controllers, and occupiers of the service location from using the service location in a manner prohibited by us, and you agree to execute any and all additional documents reasonably required, within our discretion, regarding this grant or transfer. The appurtenant rights and benefits granted to us by this paragraph include, without limitation, the unobstructed use, passage, and right-of-flight of all types of unmanned aerial vehicles in and through the airspace at any height or altitude above the surface of the land.

11. Applicant agrees, pursuant to Section 8.01 of the Bylaws, that should the Association have any excess revenues as defined by Mississippi Code § 77-5-235, the Board of Directors, 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 Section 8.03 of the Bylaws. Moreover, Applicant agrees that through the member's patronage, capital will be furnished to the Association. Applicant agrees that all amounts received and receivable 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. The Applicant further agrees that the Board of Directors shall have the discretion in the exercise of its business judgment to determine the manner, method, and timing of retiring capital credits.

12. APPLICANT EXPRESSLY AGREES TO BE BOUND BY ARTICLE XI, SECTION 5 (SECTION 11.05 – (“ALTERNATIVE DISPUTE RESOLUTION”) OF THE BYLAWS. APPLICANT AGREES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO BOARD GOVERNANCE OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO PATRONAGE CAPITAL OR MISSISSIPPI CODE § 77-5-235 SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AFTER ALL CONDITIONS PRECEDENT AS SET FORTH IN THE BYLAWS HAVE BEEN MET. THE ARBITRATION SHALL BE HELD IN THE STATE OF MISSISSIPPI AT A LOCATION TO BE DESIGNATED BY THE PARTY NOT MAKING THE INITIAL DEMAND FOR ARBITRATION. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. UNLESS OTHERWISE PROHIBITED BY LAW, EACH PARTY AGREES TO PAY THEIR OWN ATTORNEYS’ FEES AND COSTS AND EACH PARTY AGREES TO SHARE EQUALLY IN THE COST OF THE ARBITRATOR. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. THE PARTIES 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. IF ANY PART OF THIS ARBITRATION AGREEMENT, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION AGREEMENT SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE PARTIES NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS. SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION. SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION. ANY MEMBER MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO THE COOPERATIVE AT 2255 GORDON AVENUE, YAZOO CITY, MISSISSIPPI, 39194, A NOTICE (“REJECTION NOTICE”) WITHIN SIXTY (60) CALENDAR DAYS OF THE DATE OF THE BOARD MEETING WHERE THIS ARBITRATION AGREEMENT WAS ADDED TO THE BYLAWS. YOUR REJECTION NOTICE MUST INCLUDE YOUR FULL NAME, YOUR CURRENT ADDRESS, YOUR CURRENT TELEPHONE NUMBER, AND THE ACCOUNT NUMBER, AND BE SIGNED BY YOU. THE REJECTION NOTICE MUST BE MAILED WITH RETURN RECEIPT REQUESTED TO: REJECTION NOTICE DEPARTMENT. IN THE EVENT OF ANY DISPUTE CONCERNING WHETHER A MEMBER HAS PROVIDED A TIMELY NOTICE OF REJECTION, THE MEMBER MUST PRODUCE THE SIGNED RECEIPT FOR MAILING THE REJECTION NOTICE. IN THE ABSENCE OF THE SIGNED RECEIPT, THE COOPERATIVE’S RECEIVED DATE STAMP ON THE REJECTION NOTICE SHALL BE CONCLUSIVE EVIDENCE OF THE DATE OF RECEIPT. THESE INSTRUCTIONS CONSTITUTE THE ONLY METHOD THAT A MEMBER CAN USE TO EXERCISE THE RIGHT TO REJECT THIS ARBITRATION PROVISION. IF THE ARBITRATION AGREEMENT IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT.

13. The acceptance of this application by the Board of Directors of the Association shall constitute an agreement between the Applicant and the Association to furnish electric service. By signing below, Applicant states that he or she has received a copy of the most current Bylaws.

14. This Application and Agreement is governed by and interpreted under the laws of the State of Mississippi.

BY SIGNING BELOW, I APPLY TO YAZOO VALLEY ELECTRIC POWER ASSOCIATION AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED ABOVE.

Date: _____ 20_____

Printed name of Applicant: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

Signature: _____

WITNESS: _____