



**APPLICATION FOR ELECTRIC AND/OR WATER SERVICE AND MEMBERSHIP**

Escambia River Electric Cooperative, Inc. | PO Box 428, Jay, FL 32565

\_\_\_\_\_

Date \_\_\_\_\_ Account # \_\_\_\_\_

\_\_\_\_\_

Applicant's Name (Please Print) \_\_\_\_\_ Spouse Name (Please Print) \*Joint Application Only\* \_\_\_\_\_

If you rent this service, who is the owner? \_\_\_\_\_ (Obtain a copy of lease agreement.)

What does this account serve? \_\_\_\_\_ Primary Residence \_\_\_\_\_ Rental Property \_\_\_\_\_ Well \_\_\_\_\_ Barn

\_\_\_\_\_ Business \_\_\_\_\_ Other \_\_\_\_\_

Deposit Amount \$ \_\_\_\_\_ Membership \$5.00 Service Charge \$ \_\_\_\_\_

Applicant hereby applies for membership in and agrees to purchase utility service from Escambia River Electric Cooperative, upon the following terms and conditions:

1. I agree that I will comply with, and be bound by, the provisions of the Bylaws of the Cooperative, and such policies, rules, and regulations as may from time to time be adopted by the Cooperative.
2. I agree that acceptance of this application by the Cooperative shall constitute an agreement between the applicant and the Cooperative to furnish electric and/or water service. By signing below, I state that I have received a copy of the Cooperative's most current Bylaws or that I have access to a copy of the bylaws on the cooperative website at EREC.COM.
3. I agree to pay the Cooperative the fees listed above along with any applicable aid in construction charges. The service charge is non-refundable and due at the time of application. Memberships and deposits are not transferable and constitute security for the amounts due the Cooperative.
4. I agree that I will receive a monthly magazine entitled "Florida Currents" from the Cooperative, and will be charged \$3.96 plus the actual cost of postage for such magazine (which cost represents the annual cost of providing 12 issues of Florida Currents).
5. I agree to purchase utility service for use on the premises and shall pay rates currently in effect or as amended from time to time, provided, however, that a bill of no less than the facility charge or contracted minimum, plus applicable taxes, will be paid regardless of the number of kilowatt hours or gallons consumed. I agree to be responsible for all amounts while service is in my name. I agree to having said utility service disconnected by the Cooperative for failure to pay all amounts due according to policy, rules, and regulations fixed by the Board.
6. I represent that the premises is wired in accordance with wiring specifications approved by the Cooperative and the National Electrical Safety Code. I represent that the premises complies with all building, zoning, safety, health, operating, engineering, and similar regulations or requirements necessary to safely, efficiently, and reliably use service. If my service location is located beyond the Cooperative's maximum distance for line extensions to existing or proposed facilities, I agree to pay additional facility costs as specified in the Cooperative's Policies. I agree to grant necessary easements and rights-of-way for the Cooperative's facilities over my property, free of cost to the Cooperative. I understand that the Cooperative has the right to place and access metering devices to record use and properly maintain utility service. I permit the Cooperative to perform all acts necessary to access, construct, install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate or replace poles, lines and other property to provide and/or to discontinue service at the service location, to provide and/or to discontinue service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by us to other persons. I permit the Cooperative to cut, maintain, trim, clear or remove, through physical, chemical, herbicide or other means, brush, trees, vegetation and any other growth specified by the Cooperative.
7. I agree that any debt I owe the Cooperative may be "set off" against any assets the Cooperative is holding belonging to me, including capital credits, patronage dividends, or similar amounts.
8. If my service is disconnected for non-payment or a final bill is left unpaid, I agree to pay all applicable collection fees incurred by an outside collection system, including attorneys' fees.
9. I agree, pursuant to Article VII, Section 1 of the Bylaws, that should the Cooperative have any excess revenues as defined by Florida Statute 425.21, the Board, 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, Section 3 of the Bylaws. I agree that through my patronage, capital will be furnished to the Cooperative. I agree that all amounts received and receivable from the furnishing of utility service in excess of operating costs and expenses will be allocated to my capital credit account and not paid in cash. I further agree that the Board shall have the discretion in the exercise of its business judgment to determine the manner, method, and timing of retiring capital credits.
10. **I AGREE TO BE BOUND BY ARTICLE XI, SECTION 5 (ALTERNATIVE DISPUTE RESOLUTION) OF THE BYLAWS. I AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BYLAWS, OR THE BREACH THEREOF, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR CONTROVERSIES RELATED TO BOARD GOVERNANCE, OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO PATRONAGE CAPITAL OR SECTION 425.21, FLORIDA STATUTE, SHALL BE RESOLVED 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 THE ARBITRATOR. 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. ANY MEMBER MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO THE COOPERATIVE AT P.O. BOX 428, JAY, FL, 32565, A NOTICE ("REJECTION NOTICE") WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE OF THIS 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. 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.

Applicant's Signature \_\_\_\_\_

Spouse's Signature \_\_\_\_\_

Date \_\_\_\_\_

Member Services Representative \_\_\_\_\_

Date \_\_\_\_\_

Bill Due Date \_\_\_\_\_

Pay Your Bill Online at [WWW.EREC.COM](http://WWW.EREC.COM)

Account # \_\_\_\_\_

Password \_\_\_\_\_