



CLARK ENERGY

A Touchstone Energy Cooperative 

APPLICATION FOR MEMBERSHIP AND/OR FOR ELECTRIC SERVICE

Certification and Agreement

I(We) certify that the information submitted with this application is true and complete. I(We) further certify reviewing Clark Energy Cooperative's Bylaws and agree to be bound by and comply with the conditions therein as well the Terms and Conditions below.

By submitting this membership request, I(We) also agree that a credit check may be submitted to determine if a security deposit is required. I(We) also agree to electronic signatures.

Terms and Conditions

The undersigned (hereinafter referred to as "Applicant") hereby applies for membership in, and agrees to purchase energy from the Clark Energy Cooperative, Inc. (hereinafter referred to as "Cooperative"). Applicant agrees to the following terms and conditions:

1. Applicant understands that the Cooperative's monthly rates will be fixed by the Board of Directors and approved by the Kentucky Public Service Commission.
2. Applicant will purchase from the Cooperative electric energy used at addresses(es) designated, and will make payment of all amounts due on or before due dates. Applicant understands that failure to do so will be cause for discontinuance of electric service. In the event the Applicant fails to comply with the terms of this agreement and legal action is taken by the Cooperative to enforce the terms of this contract, Applicant agrees to pay all attorney fees and court costs incurred as a result of the Applicant's breach. Applicant agrees for Clark County, Kentucky to be the venue of any action for the collection of any debt incurred by applicant and Clark County, Kentucky shall be the venue for any other suit between the applicant and the Cooperative. You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.
3. The Applicant will cause his or her premises to be wired in accordance with wiring specifications required by the State of Kentucky and/or local codes before electric service is provided.
4. The Applicant will comply with and be bound by all of the provisions of this agreement, the Articles of Incorporation and by-laws of the Cooperative, and such other rules, regulations, and policies as may, from time to time be adopted by the Cooperative.
5. Without being paid compensation therefore, the applicant grants the Cooperative the necessary rights, privileges, and easement to construct, extend, operate, replace, repair, remove and perpetually maintain electric utility lines, appurtenant facilities and meters on, over and under the property owned or occupied by the applicant. Applicant further agrees to provide without cost to the Cooperative any properly signed recordable easements required by the Cooperative for the installation and maintenance of the Cooperative's electric transmission or distribution and appurtenant facilities, existing and future. Should applicant desire that the location of the easement be specified, applicant shall at applicant's expense provide Cooperative with a legal description prepared by a licensed surveyor for the location of the easement and applicant will sign an easement in recordable form specifying the exact location of the easement. The undersigned/applicant grants to the Cooperative the right and privilege to cut down and/or treat with herbicides any and all trees and bushes which are of such height and located in such proximity to the Cooperative's distribution lines that in falling may interfere with and/or create a hazard to the operation of said lines.
6. Applicant agrees that the Cooperative may offset against applicant's capital credits any past due indebtedness incurred by applicant.
7. Acceptance of this application by the Cooperative's Board of Directors shall constitute an agreement between the Applicant and the Cooperative as specified in the Cooperative By-laws. By signature hereon, Applicant acknowledges that Applicant has read the foregoing, received a copy thereof, agrees to be bound by same, and acknowledges that this is the entire agreement between the parties and that there are no oral agreements between the parties.