

Application for Electric Service



The Victory Electric Cooperative Association, Inc.

P.O. Box 1335 * 3230 N 14th Ave. * Dodge City, KS 67801

800.279.7915 * 620.227.2139 * 620.227.8819 (fax)

The undersigned (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric energy from Victory Electric Cooperative Association, Inc. (hereinafter called the "Cooperative") upon the following terms and conditions:

I. SERVICE CHARACTERISTICS

Service hereunder shall be alternating current, sixty cycles per second, _____ volts. Initial load is estimated to be _____ horsepower.

II. PAYMENTS, MINIMUM BILLS AND CHARGES

A. The applicant shall pay the cooperative for the service hereunder at the rates and upon the terms and conditions set forth in the schedule: _____. Each service will be subject to a minimum monthly bill according to the characteristics of the service. Reference the appropriate Tariff at <http://www.victoryelectric.net> for details.

B. Payments shall be in accordance with the Rules and Regulations of the cooperative. If the applicant shall fail to pay service bills by the due date, the cooperative may disconnect service hereunder by giving ten days notice to the applicant. Disconnection of service for non-payment in no way relieves the applicant from obligations under the terms of this contract.

C. The applicant agrees that if, at any time, the rate is revised with the approval of the The Victory Electric Cooperative Board of Trustees, the new rate will apply.

D. When installation charges exceed the maximum allowance provided to the member by the cooperative, the member will be responsible for any remaining balance. The balance or, Contribution In Aid to Construction (CIAC), must be paid in advance before construction will begin. The cooperative may offer the member an agreement to reimburse the remaining CIAC according to the cooperative's Rules and Regulations. If the member does not elect to pay the CIAC upfront and in full, a signed agreement based upon the estimated value of CIAC must be executed prior to the commencement of construction. Once construction is complete, the monthly CIAC charge may be adjusted according to the actual costs of construction.

III. CONTINUITY OF SERVICE

The cooperative shall use reasonable diligence to provide an uninterrupted supply of electric power; however, if such supply shall fail or be interrupted, or shall become inadequate or defective through an Act of God, action of the public enemy, accident, strikes, labor troubles, effects of natural elements, inability to secure right of way at feasible cost, inability to obtain other permits required, malfunction of equipment, stoppage of supply to the cooperative, or for any other cause beyond the reasonable control of the cooperative, then the cooperative shall not be liable therefore, or for the consequences thereof.

IV. SPECIAL EQUIPMENT

Applicant agrees to furnish their own protection for any special equipment such as computers (hardware and software), motors, generators, machines, appliances or any other devices or apparatus. Applicant agrees that cooperative is not responsible for any damage to applicant's special equipment, protected or otherwise, due to interruption of service, interruption of one or more phase of service or any of the conditions outlined in Paragraph III.

V. MEMBERSHIP

With service, the applicant will become a member/owner of the cooperative and have the opportunity to participate in the election of trustees to formulate the policies of the cooperative. By becoming a member, one assumes no personal liability or responsibility for any debts or liability of the cooperative and it is expressly understood that under the law, their private property cannot be attached for any such debts or liabilities. In any event, the applicant shall comply with and be bound by the articles of incorporation and bylaws of the cooperative and the rules and regulations that may, from time to time, be adopted by the cooperative.

VI. BUSINESS APPLICANT

If Applicant is a partnership, corporation or Limited Liability Company(LLC) or other legal entity, applicant agrees to provide Cooperative a list of Applicant's officers on Applicant's letterhead and a certificate of good standing, upon request of the cooperative. Applicant shall notify the cooperative of dissolution of the entity or a material change of ownership.

VII. CURRENT INFORMATION

Applicant agrees to keep cooperative informed as to his or her correct address of record to which all bills, correspondence, and capital credits will be sent. The cooperative is not liable for errors due to out of date applicant information.

VIII. ACCESS TO PREMISES AND GRANT OF EASEMENT

Applicant does hereby grant and convey to the cooperative, its successors and assigns, a right to enter an easement on, over and upon the applicant's real property for the purpose of construction, maintenance and operation of cooperative's electric system for the benefit of the applicant and/or other cooperative members. Applicant agrees that the cooperative, in the course of operating, construction and maintaining its system, shall have the right to clear the easement of all brush, shrubs, and trees situated therein utilizing mechanical methods or herbicide treatment. Applicant grants access to cooperative's personnel and contractors for purpose of operating, upgrading, maintaining and constructing cooperative's facilities, lines, poles and equipment, including clearing of all easements (utilizing mechanical methods or herbicide treatments) and reading, maintaining and inspecting meters as needed. Applicant must not enclose meters or block access to meters with buildings, shrubbery, vehicles, fences or other obstacles that would prohibit the cooperative from accessing the meters.

IX. PROPER WIRING

The applicant will cause the premises to be properly wired in accordance with all applicable electric codes. The cooperative may refuse to connect, and may disconnect power to any service not meeting the codes.

X. TERM

This agreement shall continue in full force from the date service is made available by the cooperative to applicant and thereafter until canceled by either party.

XII. TEMPORARY SERVICE

Temporary service may be installed at the request of an applicant for construction purposes. The applicant shall be responsible for the up and down charges listed before the service will be installed: \$ _____

XIII. SUCCESSION

This agreement shall be binding upon and insure to the benefits of the successors, legal representatives and assigns of the respective parties hereto.

XIV. CREDIT REPORT

The applicant authorizes the cooperative to obtain a soft credit check at no cost to the applicant.

XV. GOVERNING LAW

This agreement is governed by and interpreted under the laws of the state

* Description of Service

Primary Metering

Applicant Information

Applicant Name or Business Name (please print): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ D.O.B.: _____

SSN or Tax ID#: _____ D.L. # and State: _____

Employer: _____

Physical Address: _____ Own: Rent:

City: _____ State: _____ Zip: _____

If renting, name and phone number of landlord: _____ Phone: _____

Location #: _____ Work Order #: _____

LINE EXTENSION CHARGE (ESTIMATED)

If service is terminated before the term of the CIAC agreement has expired, the applicant is still liable for the line extension charge, and will be billed one time for the remaining balance of the line extension charge. The estimated Line Extension Charge referenced below in this document should be used to assist the member in understanding charges in addition to the minimum monthly bill that may be associated with the new service and shall be used for developing a preliminary CIAC agreement. This is only an estimate. The estimate is based upon the preliminarily known characteristics of the proposed installation. The cooperative does not guarantee the accuracy of the estimate as many factors can influence the final costs associated with the completion of the service project. Within 90 days of the completion of the project, if necessary, the cooperative will reconcile the final construction costs and the estimate. If the final cost exceeds the estimate, the member shall be responsible to pay the cooperative for any additional balance before final service is connected or no later than 30 days from receipt of the invoice. If the estimate is more than the final costs, the cooperative shall refund the member the difference in the form of a check payable to the member of record.

Line Extension Charge: \$ _____

By signing, I have read and confirm by acceptance of this agreement, which includes all extended terms and conditions for service hereby stated in the cooperative's Rules and Regulations, in addition to the cooperative's tariffs, as stated on the cooperative's website at <http://www.victoryelectric.net>.

Applicant Signature: John Smith Date: 06/04/2019

Victory Electric Signature: _____ Date: _____

TITLE	New Service Application
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Document History



SENT

06/04/2019

11:35:28 UTC-6

Sent for signature to Member (contracts@victoryelectric.net) and CEO (universal@victoryelectric.net) from contracts@victoryelectric.net
IP: 192.76.4.194



VIEWED

06/04/2019

11:35:32 UTC-6

Viewed by Member (contracts@victoryelectric.net)
IP: 209.222.82.137



VIEWED

06/04/2019

11:35:33 UTC-6

Viewed by CEO (universal@victoryelectric.net)
IP: 209.222.82.149



SIGNED

06/04/2019

11:37:09 UTC-6

Signed by Member (contracts@victoryelectric.net)
IP: 192.76.4.194



INCOMPLETE

06/04/2019

11:37:09 UTC-6

This document has not been fully executed by all signers.