

For Internal Use	
Processed By	Date
Acct #:	
Member #:	

**The Victory Electric Cooperative Assn., Inc.**

P.O. Box 1335 • 3230 N. 14<sup>th</sup> Ave. • Dodge City, KS 67801  
 800.279.7915 • 620.227.2139 • 620.227.8819 (fax)

victoryelectric.net



# PowerMyWay

I agree to purchase electric service from The Victory Electric Cooperative Association, Inc., under its optional billing plan, known as PowerMyWay, and agree to be bound by its rules and regulations, as they are now in effect and may hereafter be amended.

I agree to make an initial payment of \$50 or more toward my PowerMyWay billing account for future electric use.

I understand taxes, franchise fees, the energy charge adjustment and pro rata shares of monthly charges shall be levied against my account on a daily basis, in addition to daily energy charges. It is my responsibility to notify the cooperative when I choose to close the account. Pro rata shares of various monthly charges shall continue to be charged to my PowerMyWay billing account on a daily basis even when there is no energy use, and I will be responsible for all charges until the account is closed and finalized.

I understand I will not receive paper billing statements or disconnect notices with a PowerMyWay billing plan. Information regarding my account will be available via the cooperative's payment web portal/app, victoryelectric.smarthub.coop. I am responsible for customizing my preferred notification methods via SmartHub's configuration. Any notice from the cooperative required hereunder shall be pursuant to the preferred method(s) of notification I specify. As such, I understand it is my sole responsibility to notify the cooperative immediately of any changes to my contact information or account.

Member Initial: \_\_\_\_\_

I understand that should my balance reach \$0.01 or less and payment is not made, my electric service will automatically be disconnected during the cooperative's designated disconnection period in accordance with the cooperative's rules and regulations. Upon disconnection, I understand if I, or a member of my household, have declared to the cooperative the household has a medical necessity, I am completely responsible and the cooperative has no obligation to reconnect service.

Member Initial: \_\_\_\_\_

It is my responsibility to regularly monitor my account balance. I understand I will receive periodic SmartHub notification reminders when my PowerMyWay billing account reaches a balance of \$25 or less, and I have the ability to customize my SmartHub notifications to meet my personal needs.

I understand the cooperative will immediately debit returned checks and denied credit card payments, along with any associated charges, from my account. Should this cause my balance to be \$0.01 or less, my service will disconnect immediately. I understand I will be required to replace the check or credit card payment with cash, a cashier's check, or money order. Failure to receive notice of impending disconnection by email, phone, text message or any other means will not exempt my service from disconnection.

Before my service will be reconnected, my account must have a \$50 minimum credit balance. I understand I can make real-time payments during normal business hours at the cooperative's office or via the Internet or phone. If I do not meet the minimum balance requirements to reconnect my service after 10 days, the account will be closed and finalized. PowerMyWay account plans are not subject to the Cold Weather Rule.

I understand if my PowerMyWay billing account is discontinued or terminated the cooperative may transfer any unpaid balance to any other like-account I may have with the cooperative, or refer any unpaid balance to a third-party collection agency.

I, the undersigned, hereby release and discharge covenants not to sue and hold harmless the cooperative, its respective agents, employees, assigns or representatives from all liability, claims, demands, losses or damages caused in whole or in part by my participation in PowerMyWay billing. I have read this agreement, fully understand its terms, and understand I surrender substantial rights by signing it. I have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_