Agreement for Membership & Electric Service

The undersigned (hereinafter called the Applicant) agrees to comply with and be bound by the Articles of Incorporation, Bylaws, Service Rules and Regulations, and Policies of the Cooperative as well as any amendments adopted to these documents by the Cooperative.

The Service Rules and Regulations are more fully set out below in the “Service Rules and Regulations” section of the agreement.

The applicant agrees, when electric service becomes available, that all electric energy use, other than self-generation on the premise, will be purchased from the Cooperative and will be paid therefore monthly at rates to be determined from time to time in accordance with cooperative tariffs.

The applicant agrees to pay any security deposit required under the Cooperative’s policies. If a security deposit is waived, but the member’s account is subsequently disconnected due to nonpayment, the Cooperative may require the member to pay a security deposit in accordance with the Cooperative’s policies.

All security deposits held by the Cooperative shall accrue interest at a rate established by the Cooperative. The security deposit, together with any accrued interest, shall be refunded to the member upon termination of service or upon the member’s establishment of satisfactory credit with the REMC, in accordance with the Cooperative’s policies.

The acceptance of this application by the Cooperative shall constitute an acceptance to membership in the cooperative with rights and liabilities as are specified in the Bylaws of the Cooperative, provided however that said membership shall terminate when Applicant ceases to purchase electric energy from the Cooperative.

The applicant, by becoming a member, assumes no personal liability or responsibility for any debts of the Cooperative, as is expressly understood that under law his/her private property cannot be attached for any such debt of liabilities.

I authorize Harrison REMC to contact me by mail, phone, text message, or email for the purpose of notifying me of a past due bill and/or pending service disconnection.

Member understands that $6.03 of the amount paid to receive electric service from Harrison REMC each year is for a subscription to Indiana Connection.

SERVICE RULES and REGULATIONS

Applicant, and upon acceptance, Member, hereinafter “Member” or "Customer" agrees to be bound by the Service Rules and Regulations described herein and as amended from time to time by Harrison REMC. By signing the Agreement for Membership and Electric Service, and by signing below, Member agrees that he/she has read the Service Rules and Regulations herein described and agrees to their terms.

CONTINUITY OF SERVICE. Harrison REMC, hereinafter (“Harrison REMC” or “REMC”) shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy to Customer. However, Member acknowledges and agrees that there is **NO GUARANTY OF UNINTERRUPTED ELECTRIC SERVICE.** If the supply of electric power and energy shall be interrupted or become defective through an act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right of way, or any other cause beyond the reasonable control of REMC, REMC shall not be liable to Customer for any electric power or energy interruption. Notwithstanding any provision herein, REMC reserves the right to suspend the supply of electrical energy to any member for the purposes of making repairs, changes, or improvements to any part of the system.

LIMITATIONS OF LIABILITY, INDEMNIFICATION AND INSURANCE. Customer shall not make any internal or external adjustment to or otherwise interfere with or break the seals of meters or any other Company owned equipment ("Company Property") installed on Customer's premises, and Customer shall insure that no one except employees or agents of the Company do so. Customer shall provide and maintain suitable protective devices on Customer property to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of electricity to Customer's premises. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective devices. In the event of loss or damage to the Company's personal property, including Company Property, through willful misconduct, misuse, or negligence on the part of Customer or its employees, agents or representatives, Customer shall be liable and shall pay to the Company the cost of the necessary repairs or replacement of Company Property. Customer shall also be liable for any injury to any person, including the loss of life, caused by willful misconduct, misuse or negligence on the part of Customer or its employees, agents or representatives. Customer shall indemnify and hold harmless Company from and against all claims, liability, damages, losses, fines, penalties and expenses based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, willful misconduct, misuse or negligence on the part of Customer or its employees, agents or representatives.

DISPUTE RESOLUTION. The parties to this Agreement hereby agree to exercise their respective best efforts to agree to attempt to resolve in good faith any differences in the interpretation and enforcement of the Agreement For Membership & Electric Service (“Agreement”), or any other dispute between the member and Harrison REMC. In the event the parties cannot agree on an amicable resolution of differences, the parties agree that they shall first agree to mediate any and all disputes with a mediator jointly selected by the Member and the REMC. If mediation is unsuccessful, the Member and the REMC agrees that all actions to (a) enforce, interpret, or construe this Agreement, (b) recover damages for the breach thereof or (c) seek relief of any kind arising from or relating to the obligations and/or rights created pursuant to the terms of this Agreement or of any other issue involving Harrison REMC shall be filed and prosecuted exclusively within Harrison County, State of Indiana, except where the federal courts have jurisdiction in which case all such actions may be prosecuted in the United

States District Court for the Southern District of Indiana.

Member hereto agrees to submit to the personal jurisdiction of any court of record, state or federal, located within the State of Indiana and having jurisdiction over the subject matter and for which venue is proper, for the resolution of actions arising out of the obligations and/or rights created pursuant to the membership in Harrison REMC.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the application of conflict of laws principles.

FORCE MAJEURE. Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from acts of God, acts of war, perturbation in telecommunications transmissions, inability to obtain suitable equipment or components, accident, fire, water damages, flood, earthquake, or other natural catastrophes. This Section shall not apply to the obligation to pay the charges set forth herein.

ACCESS TO MEMBER PROPERTY. The undersigned Member agrees that Member shall provide reasonable and necessary access for Harrison REMC, its employee, personnel, contractors, or assigns for the installation, maintenance, and/or refurbishment of all electric equipment and electric service on Member's property. Further, Member agrees to provide Harrison REMC, its agents, or assigns, any and all needed access and right-of-way for the installation, maintenance, and/or refurbishment of any overhead or underground lines, cabinets, switches, equipment, etc.

TREE and VEGITATION REMOVAL. The undersigned Member is required, as a term and condition of membership, to permit the REMC to cut, trim, mow, or chemically treat, all trees, shrubs, bushes, or grass necessary to maintain clear and unaffected lines and equipment of the REMC, as determined exclusively by Harrison REMC.

ENGINEERING and CONSTRUCTION POLICIES. The undersigned Member agrees to be bound by Harrison REMC's Engineering and Construction Policies. A copy of all the policies are available to Members on the Harrison REMC website or may be picked up at the Harrison REMC offices.

ADDITIONAL POLICIES. Member agrees that additions, deletions, or modifications ("future changes") may be made to the Service Rules and Regulations of the Harrison REMC. Member further agrees to be bound by any and all future changes to the Service Rules and Regulations and agrees to regularly check with the Harrison REMC to determine if there are any future changes.

REMC Bylaws and Member Policies are provided on the REMC website (www.HarrisonREMC.com) or upon request.