

MEMBERSHIP APPLICATION AND AGREEMENT

Membership: _____

Name: _____

Address: _____

Kind of Premises: _____

Map Location: _____

The undersigned, hereby applies for membership in A & N Electric Cooperative (hereinafter called the "Cooperative") and in consideration of the acceptance of this application by the Cooperative, subject to the condition that the Applicant will only become a member of the Cooperative upon receipt of service from the Cooperative, agrees with the Cooperative as follows:

(1) The Applicant will pay on demand to the Cooperative a membership fee of Five Dollars (\$5.00) for the first service location. Additional service locations will not require an additional membership fee or additional application. The terms and conditions of this application will apply to all of the Applicant's service locations within the Cooperative's service territory.

(2) The Applicant will, when connected to the Cooperative's distribution system, purchase through the Cooperative's system all electric energy purchased for use at the premises described above and, to the extent applicable, at all other service locations within the Cooperative's service territory, and will pay (1) for regulated distribution services at rates to be determined from time-to-time in accordance with the laws of the State of Virginia and the by-laws of the Cooperative, (2) for electric energy at the applicable competitive or regulated rate, depending on the electricity supply service provider, and (3) for such other fees and charges as may from time-to-time apply under the relevant state laws and regulations and the Cooperative's bylaws.

(3) The Applicant grants to the Cooperative, to the extent the Applicant legally can do so, the necessary rights, privileges and easements to construct, operate, replace, repair and perpetually maintain, on the property owned or leased by the Applicant, and in or upon all roads, streets or highways abutting said property, the Cooperative's line, or lines, and other equipment used for the transmission or distribution of electric energy, and will execute and deliver to the Cooperative any conveyance, grant, instrument, or other written documentation which the Cooperative shall deem necessary or convenient for said purposes, or any of them. All service lines supplying the Applicant with electric energy and all switches, meters, and other appliances and equipment constructed or installed by the Cooperative on said property, except so much thereof, if any, as shall be paid for by the Applicant, shall at all times be the sole property of the Cooperative, and the Cooperative shall have the rights of access to said property to repair, service and, upon the discontinuance of service for any reason, to remove the same.

(4) The Applicant shall have all the rights and privileges granted to members under the charter and by-laws of the Cooperative or any amendments thereto and will comply with and be bound by such charter and by-laws, and all rules, regulations, and terms and conditions that may from time to time be approved and adopted by the Board of Directors of the Cooperative.

(5) The Applicant, by paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that under the law his private property cannot be attached for any such debts or liabilities.

(6) The Applicant explicitly agrees and understands that, subject to such accommodation as the Cooperative at its sole discretion may grant, if the amounts shown on any invoice for services from the Cooperative are not paid when due, the Applicant will be charged all costs that are incurred in collection of the account, including reasonable attorneys' fees.

(7) The Applicant hereby authorizes the deduction of a sum not to exceed five dollars (\$5.00) annually from the Applicant's equity in the assets of the Cooperative as payment for Applicant's subscription to "COOPERATIVE LIVING."

The acceptance of this application by the Cooperative shall constitute an agreement between the Cooperative and the Applicant upon the terms hereinabove set forth, and the contract for electric service shall continue in force for one year from the date service is made available by the Cooperative to the Applicant, and thereafter until cancelled by either party upon thirty (30) days notice.

Witness

Applicant

Applicant

The above application for membership accepted by A & N Electric Cooperative, the ___ day of _____ 200_, upon the condition that Applicant will only become a member of the Cooperative upon receipt of service from the Cooperative.

A & N ELECTRIC COOPERATIVE

By: _____
Authorized Signature