



Member No. _____

APPLICATION FOR INDIVIDUAL MEMBERSHIP AND FOR ELECTRIC SERVICE

The undersigned Individual (hereinafter called the "Applicant," "you," or similar term) hereby applies for membership in and agrees to purchase electric energy from DELTA ELECTRIC POWER ASSOCIATION (hereinafter called the "Corporation," "we," "us," or similar term), upon the following terms and conditions:

1. The Applicant will pay to the Corporation, with this application, the sum of \$5.00, which, if this application is accepted by the Corporation, will constitute the Applicant's membership fee.
2. The acceptance of this application by the Corporation shall constitute an agreement, together with the Charter and Bylaws, between the Applicant and the Corporation, and the contract for electric service shall continue in force for one year from the date service is made available by the Corporation to the Applicant and thereafter until canceled by either party hereto. The Applicant will purchase from the Corporation all electric energy provided by the Corporation and used on the Applicant's premises and will pay therefore monthly rates which will be fixed from time to time by the Board of Directors of the Corporation. Regardless of the amount of electricity actually consumed, the Applicant agrees to pay a minimum bill for each meter in the amount applicable to each such meter under the Corporation's applicable rate schedules on file and hereafter from time to time filed in the Corporation's office. Said minimum bills shall be due and payable monthly on each meter for the entire contract period even though Applicant fails to wire the premises or any part thereof and even though Applicant used no electricity whatever.
3. In the event that Applicant's account or bill with the corporation becomes delinquent, Applicant agrees to be responsible for paying all costs of collection, including reasonable attorneys' fees incurred by the Corporation on account of such delinquency. Failure of applicant to pay any account with Corporation can result in termination of electric service to all accounts.
4. The Applicant will cause all premises receiving electric service pursuant to this Membership to be wired in accordance with applicable electric codes and statutes.
5. The Applicant will comply with and be bound by the provisions of the Charter and Bylaws of the Corporation, and such rules and regulations as may, from time to time, be adopted by the Corporation, all of which are made a part of this contract. The Applicant understands that the Corporation, through its Board of Directors, may amend the Bylaws of the Corporation pursuant to the provisions of the Bylaws, and the Applicant understands that such amendments are incorporated into this agreement upon enactment, and the Applicant agrees to be bound by any such amendments.
6. You agree and expressly consent that the Corporation may, in order to service your account or to collect any amounts you may owe, contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. The Corporation may also contact you by sending text messages or emails, using any email address you provide the Corporation. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. You confirm that you have read this disclosure and agree that the Corporation may contact you as described.
7. You authorize us to request, receive, and/or evaluate any written, oral or other communication of information from a consumer reporting agency, financial institution or other individual or entity regarding your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which we might use or collect to establish, wholly or partially, your eligibility for past, present, or future extension of credit. You authorize us to so use any such information in connection with a past, present, or future credit transaction, or to review, analyze or collect past, present, or future accounts, associated with us providing electric service on your premises. You understand that the foregoing authorization includes but is not limited to our use of such information in connection with establishing the amount you owe in the form of a deposit prior to or after the initiation of service.
8. The Applicant agrees, pursuant to Section 8.01 of the Bylaws, that should the Corporation have any excess revenues as defined by Mississippi Code § 77-5-235, the Board of Directors, in its discretion and business judgment, may allocate such excess revenues to the capital accounts of members rather than paying them in cash, and may thereafter periodically choose to retire such excess revenues, as set forth in Section 8.03 of the Bylaws. Moreover, Applicant agrees that through the member's patronage, capital will be furnished to the Corporation. Applicant agrees that all amounts received and receivable from the furnishing of electric energy in excess of operating costs and expenses will be allocated to the member's capital credit account and not paid in cash. The Applicant further agrees that the Board of Directors shall have the discretion in the exercise of its business judgment to determine the manner, method, and timing of retiring capital credits.

WARNING OF DANGER

9. The Corporation specifically warns Applicant that it is extremely dangerous for any television antenna, radio antenna, or other antenna or installation of any kind to be erected or maintained on Applicant's premises in such position that it could by falling or moving or come within ten feet of an electric line of the Corporation and that it is extremely dangerous to work with any machinery, well casing, or other thing in such location that it can come within ten feet of any such electric line. The Applicant agrees that he will not erect or maintain or permit to be erected or maintained any such antenna or installation on his premises served with electricity by the Corporation and that he will not work with or permit anyone to work with any such machinery, well casing, or other thing in such location on said premises.

ALTERNATIVE DISPUTE RESOLUTION

10. **APPLICANT ACKNOWLEDGES AND EXPRESSLY AGREES TO BE BOUND BY THE "ALTERNATIVE DISPUTE RESOLUTION" PROVISION OF THE CORPORATION'S BYLAWS. YOU AGREE THAT, UNLESS OTHERWISE PROHIBITED BY LAW, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CORPORATION'S BYLAWS, OR THE BREACH THEREOF, OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO PATRONAGE CAPITAL SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AFTER ALL CONDITIONS PRECEDENT AS SET FORTH IN ARTICLE VIII, SECTION 8.01, IF APPLICABLE, HAVE BEEN MET. APPLICANT ACKNOWLEDGES THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE SUCH THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT. THE ARBITRATION SHALL BE HELD IN THE STATE OF MISSISSIPPI AT A LOCATION TO BE DESIGNATED BY THE PARTY NOT MAKING THE INITIAL DEMAND FOR ARBITRATION. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

11. **APPLICANT ALSO AGREES TO WAIVE ANY RIGHT (I) TO PURSUE A CLASS ACTION ARBITRATION, OR (II) TO HAVE AN ARBITRATION UNDER THIS AGREEMENT CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION CLAUSE SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE APPLICANT AND THE CORPORATION NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS. SHOULD THE APPLICANT AND THE CORPORATION HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION.**

12. **IF THE ARBITRATION CLAUSE IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT.**

CERTIFICATION

13. You certify that you have read this electric service contract. You further certify that you understand that this document, along with the Corporation's Bylaws and Charter are the governing documents with respect to your membership in the Corporation and your receiving electric service from the Corporation. You further certify that you understand that these documents may change from time to time. You agree to comply with these terms and conditions as well as any subsequent changes made to these documents.

Dated: _____, 20____

Signature of Applicant

Witness: _____

Signature of Spouse or Co-Applicant

Landowner

Telephone Number

Address

Street (or PO Box) Address for Billing

City, State and Zip

APPLICANT INFORMATION

Social Security No. _____

Dr. License No. _____

Place of Employment _____

Business / Day Tel. No. _____

City/State of Empl. _____

The above application for membership accepted this _____ day of _____.

Trailer Reg. No. _____

SPOUSE / CO-APPLICANT INFORMATION

Social Security No. _____

Dr. License No. _____

Place of Employment _____

Business / Day Tel. No. _____

City/State of Empl. _____

DELTA ELECTRIC POWER ASSOCIATION

Pole Location for Service _____