HIGH PLAINS POWER, INC. APPLICATION FOR MEMBERSHIP AND APPLICATION FOR ELECTRIC SERVICE AND/OR ADDITIONAL SERVICES

The undersigned (hereinafter called the "Applicant") hereby applies for membership in and agrees to purchase electric energy from HIGH PLAINS POWER, INC. (hereinafter called "Cooperative"), upon the following terms and conditions:

- 1. The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises described below and will pay therefore monthly at rates to be determined from time to time in accordance with the By-Laws of the Cooperative. The Applicant will pay a bill of at least \$32 per month, regardless of the number of kilowatt hours consumed.
- 2. The Applicant will cause his premises to become and remain wired in accordance with wiring specifications approved by the Cooperative, and the statutes of the State of Wyoming relating to electrical work and the National Electrical Code, as approved by the American Standards Association.
- 3. The Applicant will comply with and be bound by the provisions of the Certificate of Incorporation and By-Laws of the Cooperative, and any amendments thereto and such rules and regulations as may from time to time be adopted by the Board of Directors. Copies of all the foregoing, which are on file in the Cooperative offices, have been furnished to the Applicant or made available to the Applicant at such office, and the same are incorporated into this Application to the same effect as though fully set forth herein.
- 4. The Applicant, by 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 is exempt from execution for any such debts or liabilities.
- 5. The Applicant will execute and deliver to the Cooperative grants of easements or right-of-way on or over such lands owned by the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to the member, or for the construction, operation and maintenance, or the relocation of the Cooperative electric facilities.
- 6. The Applicant shall be liable for all payments required to be paid pursuant to this Agreement, which liability may be enforced by Seller by action at law to enforce payment. In case the tenant in possession of any premises or building receiving service hereunder shall pay said payments required to be paid, it shall relieve the Consumer from such obligations, but the Seller shall not be required to look to any person whatsoever other than the Consumer for said payments. No change of ownership or occupation of the premises receiving service hereunder, shall affect the application of this paragraph. It is specifically understood and agreed that the obligations of the Consumer arising hereunder shall be binding upon the subsequent owners or occupiers of the premises receiving service hereunder, that this Agreement shall constitute a covenant running with the lands described herein, and that in the event of default in payment pursuant to this Agreement, the Consumer agrees to pay all costs of collection, including a reasonable sum as attorney's fees and delinquency fees allowed by law.
- 7. By signing this application, the Applicant agrees to participate in OPERATION ROUNDUP, unless otherwise indicated below. This is a Cooperative run program that rounds the Member/owner's bill up to the nearest dollar. For example, if your bill is \$109.90, it will be rounded up to \$110.00. This money is then used to assist Member/owners in need.

The acceptance of this Application by the Cooperative shall constitute an Agreement between the Applicant and the Cooperative, (except where the Cooperative requires a special Agreement for service, which special Agreement shall then cover the terms of service). 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 at least thirty (30) days' notice in writing given by either party to the other. If an Agreement for Electric Service has been signed by the Applicant, the terms of the Agreement for Electric Service takes precedence over the terms stated in this Application.

■ 1ST ACCOUNT **■** ADDITIONAL ACCOUNT **DO NOT WISH TO PARTICIPATE IN OPERATION ROUNDUP** ACCOUNT NAME SOCIAL SEC. # NEW SERVICE ADDRESS **BILLING ADDRESS CITY STATE** ZIP PHONE NUMBERS (HOME) (CELL) (WORK) **EMAIL** PROPERTY OWNER (if different from account name) APPLICANT SIGNATURE DATE **CO-APPLICANT SIGNATURE** DATE H.P.P. WITNESS ** **LOCATION NO.** (to be filled out by HPP personnel)