



Heart of Texas Electric Cooperative

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Your Touchstone Energy Cooperative

Membership & Service Application and Agreement for Electric Service

The undersigned "Applicant" hereby applies for membership in, and electric service from the Cooperative upon the following terms and conditions:

- 1. The undersigned applicant-member agrees to purchase all central station electric service and energy used on the premises described below from the Cooperative, except for electric energy generated by renewable energy sources from Customer-Member's wholly-owned generating facilities; and warrants that the premises, together with the structures and facilities located thereon, are safely wired in accordance with the requirements of the most recent issue of the National Electric Safety Code.
- 2. The applicant-member agrees to comply with and be bound by the provisions of the charter and bylaws of the Cooperative, the rules and regulations of the Cooperative as established by its Board of Directors, and the Cooperative's Electric Tariffs, which are incorporated by reference herein for all purposes as a part of this Membership & Service Application, and such Tariffs may be reviewed at the office of the Cooperative.
- 3. The applicant-member understands and agrees that the Cooperative shall not be liable for service interruptions caused by acts of nature, accidents, service repair, lawful governmental or regulatory order and other causes beyond the reasonable control of the Cooperative.
- 4. The applicant-member agrees to provide an irrevocable easement for the facilities of the Cooperative and/or access to the property utilizing the Cooperative's easement form, granting all rights that the Cooperative deems necessary for the Cooperative to construct, operate, clear, conduct meter readings, system upgrades and maintain facilities to provide service to the Applicant and the public, the legal validity and sufficiency of such access to be determined by the Cooperative, in its sole discretion. All poles, wires, transformers and other facilities installed by the Cooperative on the property or easement shall remain the property of the Cooperative.
- 5. Any member found to have an unsealed meter base showing no signs of tampering may have a \$50 fee applied for the first offense and a \$100 fee applied for each subsequent offense. If signs of tampering are present, a \$500 fee will be applied for the first offense and a \$1,000 fee will be applied for each subsequent offense.
- 6. Per the HOTEK Bylaws Sec. 7.4g, the member voluntarily agrees to assign any paid capital credits to HOTEK if the member cannot be located within three (3) years after payment is issued. If you do not agree to this agreement, you may cross this section out and initial it.
- 7. This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at progam.intake@usda.gov.
- 8. COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. This Agreement shall be construed and governed by the laws of the State of Texas and applicable regulations, and venue for any suit shall be in McLennan County, Texas. Customer-Member agrees to pay all attorney or collection agency fees for collection, including reasonable attorney fees and costs of suit, if any.
- 10. You agree, in order for HOTEK to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

APPLICANT: _____ D.O.B. _____ Date _____
(Print Other Occupant's Full Name) (First, Middle, Last)

Social Security # or Tax I.D. # _____ Driver's License # _____ State _____

Applicant Signature _____ Rent or Own (Please Circle One)

Applicant's Primary Phone _____ Business Phone _____ Cell Phone _____

Email address _____ Date to Connect Service _____

OTHER OCCUPANT: _____ D.O.B. _____ Date _____
(Print Other Occupant's Full Name) (First, Middle, Last)

OR

JOINT MEMBER: _____ D.O.B. _____ Date _____
(Print Other Occupant's Full Name) (First, Middle, Last)

Social Security # or Tax I.D. # _____ Driver's License # _____ State _____
(Required for Joint Membership or Other Occupant)

Joint/Other Occupant's Business Phone _____ Contact Phone Number _____

Signature if requesting JOINT MEMBERSHIP (see bylaws section 2.6) _____

*As an Other Occupant or Joint Member, you may alter the nature of the account and request any information concerning the account the same as the member of record. As an Other Occupant or Joint Member, you also accept liability for any debt incurred on the account.

Mailing Address _____

911 Address (Available from County Office - required before being connected) _____ 911 Zip Code: _____

HOTEK has my permission to run a credit check. Yes No I will pay a deposit, do not run a credit check _____ Membership Fee \$5 Connect/Transfer Fee \$50

(FOR OFFICE USE ONLY)

FEES:	Paid	Bill	Credit Check (Red):	
Membership	\$5.00	<input type="checkbox"/>	<input type="checkbox"/>	Home \$300.00 _____
Connect/Transfer	\$50.00	<input type="checkbox"/>	<input type="checkbox"/>	Barn/Well/Deer Camp \$100.00 _____

Aid-to-Construction \$ _____ Other _____

Bylaws Received _____ Yes _____ No _____ By: _____ Account # _____
(Employee Receiving Application)

This completed application signed by an authorized employee of the cooperative shall serve as the member's and joint member's certificate of membership.

Texas Sales Exemption Certificate for Electricity Usage

Name of purchaser (Name on Heart of Texas Records)

Service Address

City, State, Zip code

Account No. **(For Multiple Accounts, Complete one form for each meter)**

Federal Employer Identification or Social Security Number

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below) from:

Seller: Heart of Texas Electric Cooperative Inc.

Address: 1111 S Johnson Drive, McGregor, TX 76657

Description of items to be purchased: Electricity

Electricity is purchased for the following tax exempt purpose (choose **ONE** only):

- Agricultural, including dairy or poultry operations, and pumping water for farm or ranch irrigation
- Exempt Organization under IRC Code Section 501 (3)(4)(8)(10) or (19)- **(attach copy of Texas Comptroller letter of exempt status)**
- Exploring, producing or transporting material extracted from the earth. (Explain) _____
- Extracting water from the earth (Water Well)
- Governmental entity
- Residential usage
- Other tax exempt use (specify Texas Tax Code Section _____)
- _____

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a class C misdemeanor to a felony of the second degree.

Authorized Signature _____ Date Signed _____

Official Title (if applicable) _____ Telephone Number _____

This certificate is valid only as long as the person continues to use electricity in a manner, which is for predominantly exempt purposes. At the time the uses of the utilities change so that the predominant use is taxable, it is the person's responsibility to immediately notify the utility company in writing that the exemption is no longer valid.