

Terms and Conditions for Electric Service

1. The signed *Application for Membership and Electric Service* shall constitute a contract between Eastern Illini Electric Cooperative, Inc. (**EIEC**) and the APPLICANT(s) (**YOU**) for the provision of electric service, upon acceptance by **EIEC**. It shall remain in effect until terminated according to the policies or regulations of **EIEC**, which has sole discretion to determine good cause to terminate this contract pursuant to **YOUR** compliance with its terms of membership. **YOU** agree to comply with the provisions of the **EIEC** Bylaws and its' policies, terms and conditions, rates, and regulations as established by the Board of Directors and available to **YOU** at www.eiec.coop or by calling **EIEC** at 800-824-5102.
2. **EIEC** will obtain a credit report on all applicants, which will indicate the credit risk associated with the applicants. Those applicants who pose no credit risk will not be charged a deposit and electric service will be connected or transferred to those applicants. Applicants opting for the PrePaid Advantage Program will be subject to the deposit criteria listed in the PrePaid Advantage Member Agreement. Residential class applicants who pose minimal credit risk will be charged a deposit of **\$250.00**. Residential class applicants who pose substantial credit risk will be charged a deposit of **\$500.00** or two (2) times the maximum monthly billing, whichever is greater. Commercial class applicants may be charged a deposit equal to three (3) times the maximum monthly billing. Deposits must be paid in full before electric service will be connected or transferred. Once the deposit is received by **EIEC**, the electric service will be connected or transferred to those applicants listed. Residential deposits will be retained for at least 24 months (or longer if a credit check indicates a continued credit risk). If there is no credit risk after 24 months, the deposit will be refunded by crediting it to the current billing.
3. **YOU** will purchase electric service for each **LOCATION** where **YOU** request **EIEC** electric service at **EIEC**'s applicable general service rate for the class of service **YOU** require. It is **YOUR** responsibility to notify **EIEC** of any special service requirements that qualifies **YOUR LOCATION** for a service rate other than a general service rate. **YOU** will pay a monthly minimum charge set by **EIEC** regardless of the number of kilowatt-hours used. Such charges automatically include a subscription to any **EIEC** publication.
4. Billing for a new or upgraded electric service will begin when **EIEC** has completed installation of electric service facilities to the requested **LOCATION**. **YOU** shall reimburse **EIEC** for the total installation cost of the service facilities even if **YOU** do not accept electric service when made available.
5. The electric facilities **YOU** own must comply with the National Electrical Code standards. **YOU** are responsible for the inspection, maintenance and repair of **YOUR** electric facilities up to the point of connection with **EIEC** facilities, as defined in **EIEC** bylaws, policies and regulations. All of **YOUR** electrical equipment used in connection with and operated by the **EIEC** electric service must be of such design and construction and installed and operated in such a manner as not to interfere with electric service to other consumers. If such equipment does not comply with the above requirements, **EIEC** may discontinue the electric service, with notice to **YOU**, until **YOU** correct the non-compliant conditions.
6. **EIEC** will endeavor to provide continuous service, but does not and cannot guarantee an uninterrupted and undisputed supply of electric service. **EIEC** will not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of **EIEC**. **EIEC** will not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service. **EIEC** has the right to suspend the supply of electrical energy to **YOU** for the purpose of making repairs, improvements, or extensions, such as those necessitated by events beyond its control or by statute or regulation. **YOU** shall indemnify, defend and hold **EIEC** and any of its directors, officers, agents and representatives harmless from and against all liability, loss, costs, causes of action, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character with respect to the provision of electricity on your property pursuant to this Application and Agreement.
7. **YOU** hereby grant an easement to **EIEC** to enter onto **YOUR LOCATION** to construct, operate, inspect, repair, rebuild and maintain its distribution lines and lines servicing **YOUR LOCATION**, including all extra equipment and/or additional wiring subsequently attached, up to the meter or weather head, and lines on the premises serving other Members. Such grant shall include the right of ingress and egress over the **LOCATION**, the right to maintain clearance in accordance with **EIEC** standards, which includes keeping the easement clear of buildings, structures, trees, shrubs and undergrowth by removal, cutting, trimming and spraying herbicide as it shall decide. This grant shall also include the right to read, maintain and replace **EIEC** meters. To the extent required by **EIEC**, **YOU** shall sign such documents as it may need for recording such easement(s) in applicable government offices.
8. **EIEC** must approve the **LOCATION** of **YOUR** meter base. Meter bases are sealed by **EIEC** and such seals shall not be tampered with or broken without the consent of **EIEC**, except in cases of emergency. Disconnect devices shall be placed immediately below all meter bases that are not located on a building or that serve more than one service entrance.
9. If **YOU** do not pay the bill for **YOUR** electric service and **EIEC** commences collection proceedings, **YOU** must pay late payment fees, all costs of collection, including reasonable attorney's fees and expenses incurred by **EIEC** in collecting all amounts owed. **EIEC** has the right to file a lien for all unpaid charges for services. An unpaid final bill for service at one **LOCATION** can be transferred to **YOUR** other active accounts, regardless of the applicable class of service.
10. The type of membership selected by **YOU** is important. **YOU** should choose the form of **EIEC** membership that best applies. For example, the joint tenancy form of membership provides that upon the death of one joint tenant, the survivor becomes the sole member and retains all accrued capital credits of the deceased. Please discuss any questions **YOU** have with the **EIEC** capital credit representative.
11. As a member of **EIEC** you are subject to changes in the terms of membership and this agreement.