

# CONTRACT

1. Applicant herewith pays North East the sum of \$10.00 which, if this application is accepted by North East, will constitute Applicant's membership fee. If Applicant is already an active member of North East the membership fee is not applicable.
2. Applicant will be required to establish a deposit based on policies in force at time of application.
3. Before service is initiated hereunder, Applicant will cause the premises to be served to be wired or re-wired, if necessary, in accordance with requirements and specifications of the National Electric Code (or other applicable standards), and agrees that all subsequent wiring of the premises will likewise be made in accordance with said codes. Applicant further, by submission of this application represents, covenants, agrees and warrants that all wiring, original and subsequent, is or will be prior to initiation of service, in full compliance with said codes and covenants and agrees to hold the Association completely and absolutely harmless from any and all liability or responsibility for any property damage or personal injury sustained by applicant or any person or entity, caused by the wiring of the premises.
4. When electric energy is made available to Applicant's premises by North East, and thereafter, Applicant will purchase from or through North East all electric energy used on Applicant's premises and will pay therefore monthly for this service at the rates and upon the terms and conditions set forth in the applicable rate schedule of North East, a copy of the current rate schedule having been made available to Applicant upon execution of this agreement, and the same is hereby incorporated herein by this reference thereto; it being understood, however, that said rates are subject to change from time to time in accordance with the actions of the Board of Directors and the Bylaws of North East.
5. Applicant will comply with and be bound by the provisions of the Certificate of Incorporation and Bylaws of North East and such Rules and Regulations, and Policies as may, from time to time, be adopted by North East and upon acceptance of this application subscribes to North East's publication at prevailing rate on date of issue. Applicant acknowledges receipt of copies of the current Bylaws and Rules and Regulations of North East.
6. Nothing contained herein shall be construed to limit in any way North East's rights or remedies in the collection of delinquent bills, nor shall Applicant be exempt from any Rules and Regulations or Policies made by the Association for the collection of delinquent bills for electric service. In the event Applicant's account should become delinquent, Applicant expressly agrees to pay all reasonable collection and/or attorney's fees incurred in efforts to collect said account.
7. Applicant agrees to, and does hereby, grant unto North East an easement for the construction and maintenance of North East's power lines over, on, or across any and all portions of the property to be served hereby and any other property adjacent thereto owned by or under control of Applicant, as well as the right to grant joint use of the easement for cable TV, telephone, fiber optics, communications equipment and lines, and such similar activity.

## Prepay Payment Program Agreement

Prepay is available only to single phase, non-demand residential accounts including those with outdoor lighting. Residential accounts on Bank Draft, Budget Billing or that have payment contracts for anything other than electric use are not eligible for Prepay.

**New Members:** New members are required to complete a membership application. A membership fee of \$10.00, a connect fee of \$30.00, a deposit of \$25.00, as well as a minimum payment of \$50.00 for electric use is required for initial service. Prepaid accounts will be charged current residential rates, fuel cost adjustments, outdoor lighting, and daily customer charges. In the event the member wishes to convert from Prepay to a traditional payment account, all applicable credit checks will apply and an additional deposit will be required.

**Existing Members:** Existing members opting to convert their account to Prepay must pay in full all preexisting fees and current account balance. Unbilled usage must also be paid in full or converted to debt management, with the understanding that 25% of all future payments to the Prepay account will go towards the retirement of that amount until it is paid in full. Members may choose to have existing deposits applied (when applicable) to account balances and/or their Prepay account credit, with the understanding that if the member wishes to convert from Prepay back to a traditional payment account, all applicable credit checks and deposits will apply and any outstanding debt must be paid in full. An account must have at least a \$50 credit to begin Prepay billing.

**Payments:** Payments can be made at NEMEPA's office during normal working hours. Payments can be made 24 hours a day via credit/debit card through the automated phone system at 662.234.6331 or 877.234.6331. Customers with an online account can make payments via check or credit/debit card at [www.nemepa.org](http://www.nemepa.org) and by downloading the NEMEPA app to their smart phone.

**Notification:** It is the member's responsibility to monitor their usage. NEMEPA will provide low balance and disconnection notification but cannot guarantee that all notification or messaging will reach members prior to disconnection. Members may choose to be notified by text message, push notification or email. Members must provide a working cell phone number and/or email account to receive notices. NEMEPA will send notification of balance every day. Prepay accounts will not receive a monthly bill. NEMEPA will provide 24-hour access to usage information online. Customer service representatives will also be able to provide this information during regular business hours.

**Billing:** Prepay account charges will be calculated and debited daily. These charges will include electric use as well as other applicable charges and fees including customer charge, outdoor lighting and fuel cost adjustment. Prepay accounts do not receive paper statements or e-bills. Daily Prepay account information including usage, charges and payments will be available via phone during normal business hours and online or smart phone at [www.nemepa.org](http://www.nemepa.org).

**Disconnection:** Prepay accounts will be subject to automatic disconnection when the credit balance falls below \$0.00. Once disconnected, accounts will not be reconnected until the applicable reconnect charge is paid, and the balance is brought up to a credit of \$50.00 (including payment of any unpaid usage). Any returned checks or other fees will be charged to the member's account immediately. If this causes the credit balance to be exhausted, service will be subject to disconnection. Once a check has been returned on a Prepay account, NEMEPA will no longer accept checks for payment on that account.

I choose to be notified of low balance or disconnection by methods specified on the online application. I understand that it is my responsibility to change the notification options or contact information when necessary. I understand that it is my responsibility to provide NEMEPA with accurate contact information. I also understand that while NEMEPA will make every effort to notify me in the case of a low balance or disconnection, that notification is not guaranteed. I understand that these notifications will contain information including account number and current balance.

I understand that if my account is disconnected for non-payment, I will be required to pay all applicable reconnect charges, any unbilled usage, plus a minimum of \$50 credit before my account will be reconnected.

I understand that if my account is disconnected for non-payment, and I make the required payments, my electric service may be instantly and automatically reactivated and energized. If you are aware of any risk or have reason to know that such reactivation may cause any harm, it is your responsibility to contact North East prior to making such payments or causing such activation.