

# Membership/Electric Service Agreement

FreeState Electric Cooperative is a not-for-profit cooperative. For more information on FreeState and what being a member means visit our website at [www.freestate.coop](http://www.freestate.coop). Once this agreement is complete, the member is responsible for following up with FreeState to make sure the application and any additional required paperwork/payments have been received and completed.



### Topeka Office

1100 SW Auburn Rd.  
Topeka, KS 66615

### McLouth Office

507 N. Union  
McLouth, KS 66054

800-794-1989

[www.freestate.coop](http://www.freestate.coop)

[customerservice@freestate.coop](mailto:customerservice@freestate.coop)

**FreeState offers a FREE app for account management. For information on how to download and use visit [www.freestate.coop/usesmarthub](http://www.freestate.coop/usesmarthub)**

Requested Transfer or Connect Date: \_\_\_\_\_

Applicant is:       Owner       Renter

**Member's Name:** \_\_\_\_\_

Or If Business: \_\_\_\_\_ If Business, Employer ID#: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Employer: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Co-Member's Name:** \_\_\_\_\_

Birth Date: \_\_\_\_\_ Employer: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

(optional)

**Agent Name:** \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Service Location (911 Address)

### Mailing Address

Same as Service

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: Kansas Zip Code: \_\_\_\_\_

State: Kansas Zip Code: \_\_\_\_\_

**Please read the Terms and Conditions before signing the application.** The undersigned hereby makes application to the FreeState Electric Cooperative, Inc. for membership and/or electric service and agrees to the terms and conditions. The undersigned also certifies that all statements made in connection with this application are true and correct to best of his/her knowledge. With your signature you agree, in order for us to service your account or 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. I/We have read this disclosure and agree the FreeState Electric Cooperative, Inc. may contact me/us as directed above.

**Member Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Co-Member Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**For office use only - Account No.** \_\_\_\_\_

# Membership/Electric Service Agreement



## TERMS & CONDITIONS

KEEP FOR YOUR RECORDS. This section of the agreement DOES NOT need to be returned FreeState

Your Touchstone Energy® Cooperative   
**Topeka Office**                      **McLouth Office**  
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- 1) **MEMBERSHIP**-When this application is accepted by the Cooperative, it will constitute the Customer's Membership.
- 2) **PAYMENT**-The Customer will, when electric energy becomes available, purchase from the Cooperative all central station electric power and energy used on the premises described in this application, and will pay for such service at rates and terms which may be established or modified by the Board of Trustees as provided by law. The Customer hereby gives written consent to the Cooperative to transfer to the Customer's current service account, regardless of class, any unpaid balance owed for service received or costs incurred at this or any separate metering point, residence or location, regardless of the class of service received or when such service was received whether prior, concurrent, or successive.
- 3) **WIRING**-The Customer shall cause his premises to be wired in conformance with the National Electrical Safety Code and all applicable governmental specifications.
- 4) **ADDITIONAL PROVISIONS**-The Customer will, as a member of the Cooperative, comply with and be bound by, as though fully set out herein, the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and any Rules and Regulations and Rate Schedules as may, from time to time, be adopted by the Cooperative.
- 5) **DELIVERY OF SERVICE**-Service to be furnished under this agreement is to be delivered and received at a mutually agreed point on the Customer's premises described on the application. The Cooperative's meter shall constitute the point of delivery to the Customer and the Customer will own and maintain all poles, wires, equipment and other facilities beyond the point of delivery.
- 6) **PERSONAL LIABILITY** -The Customer, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative.
- 7) **Security Deposit**-The Cooperative may require the Customer to provide credit information prior to rendering electric service. The Cooperative may also require at any time, upon proper notice, a cash security deposit in accordance with the Cooperative's Rules and Regulations. Such deposit will bear interest and be refunded in accordance with those Rules and Regulations.
- 8) **Access**-The Cooperative will have the right of access to the Customer's premises for the purpose of installing, reading, inspection, or repairing any meters, devices, and other equipment for any purpose incidental to the electrical service supplied to the Customer.
- 9) **Term**-The acceptance of this application by the Cooperative shall constitute a binding agreement between the parties hereto and shall continue in force from the date service is made available on month by month basis or such other term as may be agreed to, in writing, by the Customer and the Cooperative, until canceled by at least (3) days notice given by the Customer to the Cooperative, or by disconnection of the Customer's service by the Cooperative.
- 10) **Succession**-This Agreement may be assigned by the Customer only with the consent of the Cooperative, but shall be binding upon and inure to the benefit of the successors, legal representatives, heirs, devisees, and assigns of the respective parties hereto.
- 11) **Waiver**-No representative, agent, or employee of the Cooperative shall have the power to amend, modify, alter, or waive, any of the provisions or terms of this contract or any of the general terms and conditions relating not herein contained. Any promises, agreements or representations made by any representative, agent or employee of the Cooperative not herein set forth shall be void and have no effect.
- 12) **Compliance**-Failure on the part of the Customer to accept service from the Cooperative, to comply with the Certificate of Incorporation, Bylaws, Rules and Regulations, or to carry out the terms and conditions of the contract, shall not relieve the Customer from the payments and conditions as set forth in this contract.
- 13) **Agent** – An individual named by the member who is allowed to conduct business on behalf of the member. The agent will have access to all account information. An agent is not a member of the cooperative, nor the owner of the account. The agent will not be sent information.