



Runestone Electric

A S S O C I A T I O N

Membership Agreement

The below listed applicant(s) ("Applicant" whether one or more) hereby become members in Runestone Electric Association, a Minnesota Cooperative, ("REA"), with this application and purchase of electric service. Applicant and REA agree as follows:

1. **ID Verify.** REA will use appropriate means, which may include a soft credit check, to verify the identification of Applicant.
2. **Schedule of Charges.** Before REA makes electric service available, Applicant agrees to pay to REA all applicable charges as listed in the Schedule of Charges and in accordance with Line Extension Policy (M-06).
3. **Payment for Electric Service.** After REA makes electric service available at Applicant's Property (the location stated below and identified by location number), Applicant agrees to purchase from and pay to REA the monthly or annual fixed charge and the charges for all electric energy and any related charges in accordance with REA's rate schedule and rules and regulations. Rates and charges may be amended by REA as allowed by law. Any energy purchased by Applicant will not be resold.
4. **Compliance with Articles, Bylaws, Rules, and Regulations.** Applicant will comply with and be bound by REA's Articles of Incorporation, Bylaws, and rules and regulations, as may be adopted from time to time.
5. **Compliance with Installation and Safety Requirements.** Applicant agrees to comply with all Minnesota laws regulating the installation of electrical wiring and equipment and such rules and regulations as may be adopted by the State Board of Electricity and REA regarding enforcement of such rules. Applicant hereby releases REA, its employees and agents, from any and all liability of every kind and nature which may occur from defective wiring of the Property or from failure to inspect said wiring, and Applicant hereby agrees to hold REA, its employees and agents, harmless from any and all such liability.
6. **Grant of Easement and Rights.** Applicant hereby grants to REA an easement for the Property as follows:
 - (a) **Install System.** REA may construct, operate, relocate, reconstruct, and maintain an above or below ground electric distribution line or system on or under the Property, and above or below the ground upon all streets, roads or highways abutting the Property;
 - (b) **Read and Maintain Meters.** REA may read, inspect, replace or maintain metering and load management control equipment;
 - (c) **Repair, Alter, Improve, and/or Remove.** REA may inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as REA may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of switching cabinet, poles, anchors, conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures ("Electric Facilities");
 - (d) **Easement Width.** The width of the easement shall be: (i) 30 feet (15 feet on each side of the power line) for an underground right-of-way; (ii) 40 feet (20 feet on each side of the power line) for an overhead right-of-way for primary wire (7.2 KV to 25 KV); and (iii) 40 feet (20 feet on each side of the power line) for an overhead right-of-way for secondary wire (110 to 480 volts), with clearance to continue to a maximum of 100 feet above said lines and 10 feet under the ground that these lines pass over or through;
 - (e) **Right-of-Way Clearing.** REA may cut, trim and control the growth by machinery, by chemicals, or otherwise of trees and shrubbery (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed) to the extent necessary to keep them clear of said electric line or system and may cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;
 - (f) **Cable TV or other Lines.** REA may license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by

any other person, association or corporation; REA may permit the attachment of wires of others to the structures of said distribution line;

(g) Title. All Electric Facilities shall remain the property of REA;

(h) Applicant to keep Easement Unobstructed. Applicant shall keep the easement clear of all buildings, structures or other obstructions;

(i) Location of Lines by REA. REA agrees to locate Electric Facilities so as to minimize interference with Applicant's use of the Property, so long as it does not materially increase the cost of construction.

(j) Access. REA shall have the right of access across my Property to the easement from the most readily accessible public road or driveway for the purpose of maintaining the electric distribution system.

(k) Easement Runs with the Land. This grant of easement shall run with the land (the Property) and shall be binding on and shall inure to the benefit of REA and Applicant, their heirs, successors, and assigns.

7. **Interruption of Electric Service.** REA will use reasonable diligence to furnish adequate and dependable electric service, but it cannot and does not guarantee continuous and uninterrupted service. If electric service should fail or be interrupted, or become defective because of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right of way, or any other cause beyond the reasonable control of the Association, the Association shall not be liable under the provisions of this agreement. No warranty or guaranty of the quality or continuity of electric service is given by REA, and REA has no obligation to indemnify against financial loss or damages caused to persons or property (personal or real) that may result from the lack of electric service to the Applicant.
8. **Capital Credits.** If the undersigned are applying for joint membership, then they understand that capital credits for joint memberships will be payable on the general distribution schedule as determined by the Board of Directors, but estate settlements will be payable only after both joint members are deceased. Applicant grants to REA a continuing security interest in and recoupment claim against all capital credits allocated to Applicant to secure any indebtedness owed by Applicant, and Applicant authorizes any filing by REA required under the Uniform Commercial Code.
9. **Autodialed calls and automated texts.** If Applicant provides any wireless telephone numbers, now or subsequently, they consent to receive auto-dialed and prerecorded message calls at that number for matters closely related to the electric service including communication regarding service outages; service restoration; meter work, tree trimming or other fieldwork affecting service; and potential disconnect of service due to non-payment. Applicant may opt-out of auto-dialed calls and automated texts by contacting REA
10. **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, or email electronic signatures, pursuant to the Minnesota Uniform Electronic Transactions Act (Minn. Stat. §325L.01 *et seq.*) as amended from time to time.

Operation Round Up® – A voluntary program to benefit local community projects

If you wish to participate in Operation Round Up, do nothing!

Your bills will be rounded up to the nearest dollar and your contribution will be used locally to address crucial local needs, such as first responders/fire departments, youth activities, food shelves, senior citizen programs, and other worthwhile, community-based organizations. For example, if your bill is \$78.87, it is rounded up to \$79 and the 13 cents is used for community causes.

If you DO NOT wish to participate in Operation Round Up simply contact the REA office.

Electric Heat Sales Tax Exemption

Electricity sold for residential use in MN is not taxable for the billing months of November, December, January, February, March and April when it is used as the primary source of residential heat. Primary source of residential heat is the source that supplies more heat than any other source for the largest period of time during the heating season. If the primary source of residential heat is electricity, and there is only one meter, then all electricity measured through that meter is nontaxable during the winter heating months. I acknowledge that I am responsible to notify Runestone Electric Association if and when electricity is no longer used as the primary heating fuel.