



CUSTOMER APPLICATION FOR MEMBERSHIP

PRIMARY APPLICANT

FIRST NAME _____

LAST NAME _____

SSN _____

DATE OF BIRTH _____

PRIMARY PHONE _____

SECONDARY PHONE _____

E-MAIL ADDRESS _____

SECONDARY APPLICANT

FIRST NAME _____

LAST NAME _____

SSN _____

DATE OF BIRTH _____

PRIMARY PHONE _____

BILLING ADDRESS

CITY STATE ZIP CODE

911 ADDRESS

CITY STATE ZIP CODE

FOR OFFICE USE

Fees Paid

Membership	_____	Account #	_____
Connect/Transfer	_____	Photo ID	_____
Deposit	_____	Lease Agreement	_____

Comments: _____

TERMS AND CONDITIONS OF ELECTRIC SERVICE

The undersigned customer ("Customer") makes application and agrees to purchase electric service from NAVASOTA VALLEY ELECTRIC COOPERATIVE, INC. ("Cooperative") upon the terms and conditions described below. Please fill in the customer information and sign below, and initial the four boxes next to sections 5, 7, 8, and 9 below to indicate your review and agreement to these provisions.

1. **Service**. Cooperative will use reasonable diligence to provide electric utility service to a point of delivery at Customer's service location. Electric service will be provided by Cooperative and taken by Customer in accordance with these terms and conditions and Cooperative's Bylaws and Tariff. SAID BYLAWS AND TARIFF ARE PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND ARE ON FILE AND AVAILABLE AT COOPERATIVE'S OFFICE IN FRANKLIN, TEXAS. Any Bylaw or Tariff provision (including rates) may be changed by the Board of Directors or any other regulatory authority with jurisdiction. Cooperative's LIABILITY is LIMITED as provided in its Bylaws and Tariff.
2. **Deposit**. All Customers will be assessed a full deposit. This deposit can be lowered or waived if Customer provides a social security number for the purpose of positive identification and risk assessment through a review of credit history.
3. **Payment**. Customer will purchase and pay for electric service in accordance with Cooperative's Tariff. Periodically, Cooperative will render to Customer a statement of services rendered. Customer agrees to pay the total amount shown on such statement within sixteen (16) days from its date.
4. **Breach**. Upon failure to make payment or perform any obligation prescribed herein, Cooperative shall have the right to discontinue service as well as other remedies that may be available by law.
5. **Customer's Installation/Safety**. Customer warrants that Customer's installation of facilities (including all conductors, switches, equipment, wiring, and protective devices of any kind) is constructed and will be maintained in accordance with the National Electrical Safety Code of the American Standards Association as well as applicable laws or ordinances. Customer understands that electrical conducted through Cooperative's facilities may be dangerous and agrees that Customer shall not permit any person on Customer's premises to contact or come in close proximity to Cooperative's facilities.
☐
6. **Entire Agreement**. These terms and conditions constitute the entire agreement between the parties and supersede all prior agreements between Customer and Cooperative for the service herein described. Customer acknowledges that Cooperative, its Agents and Employees, have made no representations, promises, or any inducements, written or verbal, which are not contained herein.
7. **Lock on Gate**. Customer will allow Cooperative access to Customer's property for electrical purposes. If a gate is now or at any time installed on the property, Customer realizes that Cooperative will place a company lock on the chain for access.
☐
8. **Permanent Residence**. Service extensions for permanent-residential members are given an allowance of \$2,000 in aid to construction. Customer understands that the construction of a permanent dwelling must be completed within **one year** from the time the electric line is constructed. If this does not occur, the allowance of \$2,000 will **not** be given and Customer will be expected to pay the **full cost** of the aid to construction. Customer's signature below is acknowledgement that Customer understands this provision. A permanent dwelling is considered a residence that is dwelled in year-round, not a weekend home, barn or water well service.
☐
9. **Non-Permanent Residence**. Service extensions for non-permanent residential members are given an allowance of \$450 in aid to construction. Customer understands that if the estimated cost of services is less than the actual cost of construction once completed, Customer will be billed for the additional cost. Non-permanent residential service is considered a weekend dwelling or a deer camp, service to water well, barn, garage, shop, etc. Customer's signature below is acknowledgement that Customer understands this provision.
☐
10. **Aid to Construction**. Customer may be required to make a non-refundable contribution in aid of construction in an amount to be determined by the Cooperative after receipt and review of this completed application.

CUSTOMER:

By: _____
Property Owner

Account Number & Sub Account: _____

By: _____
Tenant

Date: _____

AREA LIGHTING/SECURITY LIGHTING SERVICE

Do you want a security light at your location? Yes ☐ No ☐

If yes proceed with completing the following information.

The undersigned (hereinafter called the "Applicant") hereby applies for "Area Lighting/Security Lighting Service" from Navasota Valley Electric Cooperative, Inc., (hereinafter called the "Cooperative") upon following terms and conditions:

1. The Cooperative will provide an outdoor photoelectric controlled light. This light, will be installed by the Cooperative on an existing Co-op pole to be mutually agreed upon by the Applicant and the Cooperative. The Cooperative will furnish all electricity, servicing and maintenance, including bulb replacement, etc.
2. The Applicant agrees to use this Security Lighting Service for a period of at least three years. The Applicant agrees that this payment shall be considered a part of his regular payment for electric service and all rules and regulations set forth under "Rules and Regulations for Monthly Billing and Collecting Procedure" shall apply.
3. The Applicant agrees that he will use all diligence to protect the light from damage and will pay to the Cooperative whatever expenses are incurred in correcting for willful or deliberate damage or vandalism. The Applicant agrees to notify the Cooperative immediately of any such damage to the light, or any failure of the light (burning in the daytime; not burning at night). The Cooperative agrees to service or repair the light, after such report, on "first convenient passing" or within seven working days in any case, except under emergency conditions such as ice or storm damage in which restoration of service will have priority.
4. If necessary to provide a desirable location for the light, the Cooperative will install a pole with all necessary wires and attachments placed within 150 feet of an existing Cooperative pole carrying secondary voltage. The Customer agrees to reimburse the Cooperative with thirty days for all additional cost incurred in providing this extra pole and its attachments.
5. The Customer will file an application with the Cooperative agreeing to accept these services for a period of three years. After three years, the agreement will continue in effect until cancelled by either party giving 30 days written notice of their desire to cancel.

Name _____

Signature _____ Date: _____

Navasota Valley Electric Cooperative, Inc.

Main Office: P.O. Box 848 – 2281 E. US Hwy 79 – Franklin, Texas 77856 Tele: 979-828-3232 – Fax 979-828-5563

Mart Office: P.O. Box 60 – 450 Battle Rd. – Mart, Texas 76664 – Tele: 254-876-2581 – Fax 979-828-6490

RELEASE OF DAMAGES

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENT THAT:

For and in consideration of good and valuable consideration to the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby release and discharge NAVASOTA VALLEY ELECTRIC COOPERATIVE, INC., a Texas corporation, of and from all claims, causes of action and damages of any kind arising out of or resulting from its entry upon that certain land owner or held by me located in _____ County, Texas, for the inspection, repair, construction, spraying the right of way and maintenance work conducted or performed by the Cooperative on its electric distribution line location on said land on the date in question. Also included is any damage(s) to underground facilities that undersigned failed to locate prior to entry on said property, agreeing all said damage will NOT be NAVASOTA VALLEY ELECTRIC COOPERATIVE, INC. responsibility to replace or repair.

MADE AND EXECUTED this _____ day of _____, 20_____.

Signed _____

Print name _____

Account # _____

Navasota Valley Electric Cooperative, Inc.

Main Office: P.O. Box 848 – 2281 E. US Hwy 79 – Franklin, Texas 77856 Tele: 979-828-3232 – Fax 979-828-5563

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INFORMATION ABOUT COMPLETING YOUR EASEMENT FORM

An Electric Utility Easement is not valid until all of the requested information has been filled in completely.

Fill in the county where the property is located.

Date

Grantor of property

Mailing address

There are two options:

Defined Easement- put number of acres on form and attach the Attachment A of survey.

Blanket Easement-

Platted- You must add lot, block, city, and county from the deed.

Unplatted-You must add the volume, page, survey, abstract and acres to the top of the page where it is requested. This is found on your deed to the property.

The notary must fill in your name in the notary section and fill out the rest of the acknowledgement.

NOT SENDING ALL OF THIS INFORMATION REQUIRES US TO MAIL THE EASEMENT BACK TO YOU FOR COMPLETION, THEREFORE DELAYS GETTING YOUR ELECTRIC SERVICE.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

LINE NO. _____

COUNTY OF _____

DATE: _____, _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including county): _____

GRANTEE: NAVASOTA VALLEY ELECTRIC COOPERATIVE, INC.

GRANTEE'S MAILING ADDRESS: P.O. BOX 848
FRANKLIN, TEXAS 77856

CONSIDERATION: The provision of electrical service and/or other benefits inuring to Grantor and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY (check one):

- [] Defined Easement. The EASEMENT PROPERTY is a tract of land consisting of _____ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.
- [] Blanket Easement. The EASEMENT PROPERTY is a tract of land described as follows (check one):
- [] Platted Property.
Lot(s) _____, in Block _____ Addition, an addition in the city of _____, (cross out city if property is not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.
- [] Un-platted Property.
_____ acres of land, more or less, out of the _____ Survey in _____ County, Texas as more fully described in an instrument recorded in Volume _____, Page _____, of the _____ Records of _____ County, Texas.

For Blanket easements, upon location by GRANTEE of its distribution lines, poles and/or other facilities on said property, the EASEMENT PROPERTY shall be limited to that portion of the property within _____ feet in all directions of GRANTEE'S lines, poles, guys, anchors, or other facilities on GRANTOR'S tract of land described above.

The EASEMENT PROPERTY shall include use of the subsurface below and air space above for the PURPOSE herein stated. This easement shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSES stated below.

PROJECT: Electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, circuits, and all necessary or desirable appurtenances, appliances, facilities, and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR also grants to GRANTEE the right and authority to use the line, system, or facilities for electrification, its own communications, or other similar purposes.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the EASEMENT, right-of-way, right and privileges granted herein for any use directly related to the PROJECT or other studies. GRANTEE shall have the right to place temporary poles, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSES stated, or any one or more of them relating to the PROJECT, or any part thereof.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other purpose stated above relating to the PROJECT, or any part thereof.

TERM: The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the GRANTEE for a period of 10 years.

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush, and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated. However, advance notice of at least 3 days shall be provided prior to the application of herbicides, and the GRANTOR shall have the right to use alternative means of vegetation removal at owner's expense if done according to a time schedule agreeable to the GRANTOR.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of GRANTEE.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the PROJECT as well as all damages, if any, to GRANTOR's property which may occur in the future after the original construction of the PROJECT, directly resulting from GRANTEE's exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas, and other minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances, and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

WARRANTY: GRANTOR warrants and shall forever defend the EASEMENT to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

GRANTOR:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, _____,
_____, GRANTOR, and _____, GRANTOR.

Notary Public, State of Texas

Typed or Printed Name

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,
by _____, in his capacity as _____ of
_____ a _____ corporation, on behalf of said corporation,
GRANTOR.

Notary Public, State of Texas

Typed or printed name

LOCATION _____

After Recording, Return this document to:
Navasota Valley Electric Cooperative, Inc.
P.O. Box 848
Franklin, Texas 77856-0848

Navasota Valley Electric Cooperative, Inc.

Main Office: P.O. Box 848 – 2281 E. US Hwy 79 – Franklin, Texas 77856 Tele: 979-828-3232 – Fax 979-828-5563

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OVERHEAD METER LOOP INSTALLED ON HOUSE THROUGH ROOF

