



BUSINESS MEMBER NAME (PRINT)

MEMBER NUMBER

OFFICER

BUSINESS/COMMERCIAL MEMBERSHIP CERTIFICATE

The undersigned, who is an authorized agent of _____, the entity that is requesting membership (hereinafter called the "Business Member") with INTER-COUNTY ENERGY COOPERATIVE CORPORATION, and said entity is not receiving central station service, hereby applies for membership in INTER-COUNTY ENERGY COOPERATIVE CORPORATION (hereinafter called the "Corporation") and in consideration of the acceptance of this application agrees with the Corporation as follows:

1. The BUSINESS MEMBER will pay forthwith to the Corporation a membership fee and may be asked to also pay a deposit.
2. The undersigned is an authorized agent of the Business Member and has express and/or implied authority to bind the Business Member to this agreement.
3. As soon as electric energy shall be available the issuance to the BUSINESS MEMBER of a membership certificate, the Business Member will purchase monthly from the Corporation not less than the minimum amount of electric energy, which shall from time to time be determined by the Board of Directors of the Corporation and will pay therefor and all additional electric energy used by the undersigned, the price shall from time to time be fixed therefor by the Board of Directors through application for approval of the said rate structure through the Kentucky Public Service Commission.
4. The BUSINESS MEMBER will grant to the Corporation at its request the necessary rights, privileges and easements to construct, operate, replace, repair and perpetually maintain [including but not limited to vegetation management] on the property owned or occupied by the undersigned, and in or upon all roads, streets or highways abutting said property, its line or lines for the transmission or distribution of electric energy to the member or other member's and will execute and deliver to the Corporation any conveyance, grant or instrument which the Corporation shall deem necessary or convenient for said purposes or any of them. All lines supplying the BUSINESS MEMBER with electric energy and all switches, meters and other appliances and equipment constructed or installed by the Corporation on said property, except so much thereof, if any, as shall be paid by the undersigned, shall at all times be the sole property of the Corporation and the Corporation shall have the right or access to said property to repair and service, upon the discontinuance of service for any reason, to remove the same.
 - a. If the BUSINESS MEMBER does not own the real property on which any electricity will be provided it shall identify the Owner(s) of the real estate where this agreement is to be carried out.
 - b. The name of the owner(s) of the real estate where this agreement shall be carried out is: _____.
 - c. As a condition precedent to providing any and all consideration by the Corporation, the BUSINESS MEMBER shall have the Owner(s) of any real estate where this agreement is proposed to be carried out, including but not limited to all the terms of this agreement, to sign this membership agreement so as to allow the Corporation to carry out its duties as listed herein and acknowledge and agree to grant an easement onto the real estate owned and/or subject to the lease with the Business Member.
 - d. The Owner(s) hereby grant(s) an easement to the Corporation, its agents, employees, contractors, sub-contractors and/ or assigns to come onto the property for all purposes as contemplated herein.
 - i. Term: The Owner grants the Corporation and its agents, assigns and successors, a perpetual easement;
 - ii. Location: The Owner agrees to allow the BUSINESS MEMBER and/or Corporation to locate and place improvements on the real estate for which the BUSINESS MEMBER agree to place the poles, lines and or other equipment Corporation deems necessary for providing electrical and/or other services to the BUSINESS MEMBER;
 - iii. Purpose: The purpose of the easement is to allow access to and installation of power lines, poles, underground lines, transformers, other equipment and or infrastructure to allow for electricity and/or other lines [including but not limited to fiber optic or other cable] to the BUSINESS MEMBER. This shall also include but not be limited to all purposes contemplated herein and in addition thereto allow the Corporation to serve not only the Business Member, but other members that are or may access the lines of the Cooperative so situated on the real estate of the Owner herein;
 - iv. Maintenance: Owner agrees to allow Corporation, its agents, employees, assigns, contractors, subcontractors and/or others access to as considered herein above;
 - v. The Owner shall also allow the Cooperative to operate its rights to access, maintain, install, replace, repair or other access to any and all personal property of the Cooperative and/or any fixtures that may be placed as a part of this agreement for the purposes of carrying out the intent of this agreement. The Owner(s) acknowledge that the Corporation is under no duty to remove any improvements and/or equipment of the Corporation in the event of termination of this agreement;
 - vi. The Corporation reserves the right to request a written easement by executed and/or filed by the Owner(s). Further, Owner(s) shall not unreasonably refuse to execute any written easement agreement as may be requested by the Corporation;
 - vii. The Owner shall not be required to pay any of the costs of the BUSINESS MEMBER.
5. The BUSINESS MEMBER shall have all rights and privileges granted to members under the Articles of Incorporation and Bylaws of the Corporation or any amendments thereto and will comply with and be bound by such Articles of Incorporation and Bylaws and all rules and regulations as may from time to time be adopted by the Board of Directors of the Corporation.
6. The acceptance of this certificate by the Corporation shall constitute an agreement between the Corporation and the undersigned upon terms here in above set forth. Membership number will appear on your first electric bill.
7. The cost of a subscription to Kentucky Living Magazine is to be paid for as part of the cost of electric service.
8. The BUSINESS MEMBER hereby acknowledges receipt of a copy of the membership certificate.
9. The BUSINESS MEMBER hereby grants and/or conveys a lien against any and all accrued capital credits for which is has any interest. The BUSINESS MEMBER grants the transfer of any and all capital credits to the Corporation in the event of any breach of this agreement and/or any failure to pay for costs and or expenses due, but unpaid.
10. This agreement shall inure to and bind any subsequent purchaser, transfer, or acquisition, in whole or in part, of any interest in the BUSINESS MEMBER. The Corporation shall maintain the rights considered herein, including but not limited to the right to request from the Kentucky Public Service Commission adjust the rate and/or charge for any additional costs that may be incurred as the result of any acquisition, sale, or transfer of the BUSINESS MEMBER. Any sale, transfer, acquisition and or other relinquishment of rights under this agreement from BUSINESS MEMBER to any other person and/or entity will require the execution of a new Membership Agreement/Certificate with the Corporation and the payment of any deposit as per the terms in place at the time of the sale, transfer and/or acquisition.

11. The venue for any dispute over this agreement is to be the Boyle Circuit Court, Danville, Boyle County, Kentucky.
12. Any provision(s) of this agreement that is/are deemed unenforceable and/or ambiguous shall not cause the balance of the agreement to be enforceable. Further, any ambiguity shall not be construed against the drafter.

Commercial Certificate of Deposit

In accordance with the Energy Regulatory Commission Administrative Regulations 807 KAR 5:006, Section 8, Deposits, Inter-County Energy Cooperative Corporation has adopted the following policy:

1. A deposit or suitable guarantee may be required of any member before electric service is supplied, if the Corporation deems it necessary to ensure payment for the service it will render. The deposit amount shall be calculated using the BUSINESS MEMBER'S average bill for the most recent twelve (12) month period. Deposit amounts shall not exceed two-twelfths (2/12) of the customer's actual or estimated annual bill if bills are rendered monthly. Upon termination of service, a deposit may be applied against unpaid bills of the member, and, if any balance remains after such application is made, said balance to be refunded to the member.
 - a. If no prior bill exists or cannot be produced by the BUSINESS MEMBER, then the Cooperative retains the right to set a reasonable sum based on usage details provided by the BUSINESS MEMBER for establishment of the amount of any deposit.
2. Interest paid on said deposit shall be calculated at an annual rate determined by the Kentucky Public Service Commission. The Kentucky Public Service Commission shall notify the utility in December of each year of the interest rate to be paid by the utility for the following calendar year. Upon termination of service, any accumulated interest will be applied against unpaid bills of the member and, if any balance remains after such application is made, said balance will be paid to the member.
3. The Corporation will issue every member from whom a deposit is received a Certificate of Deposit showing the name of the customer, location of initial premises occupied, date and amount of deposit.

Membership Fee: \$50.00
 Commercial Deposit: \$ _____

BUSINESS MEMBER

AUTHORIZED AGENT Signature _____ FEIN _____

Cash Check Credit Card

Mailing Address: _____

By signing and providing your phone number you authorize Inter-County Energy Cooperative to notify you of informational or emergency situations. It is the member's responsibility to notify the Cooperative of any change of contact information.

Address of Location of Meter: _____

Primary Phone Number: _____

E-mail: _____

OWNER(S) OF REAL ESTATE WHERE BUSINESS MEMBER WILL RECEIVE ELECTRICAL POWER AND/OR SERVICES FROM CORPORATION

The Owner(s) agree to the terms of this agreement and hereby grant an easement to the Corporation.

OWNER(S) LEGAL NAME

NAME: _____

ADDRESS OF PRINCIPAL OFFICE: _____

AGENT FOR SERVICE OF PROCESS:

LOCATION OF REAL ESTATE LEASED TO BUSINESS MEMBER: _____

AUTHORIZED AGENT

PRINTED NAME

SIGNATURE OF AUTHORIZED AGENT

The above application was accepted by Inter-County Energy Cooperative Corporation the ____ day of _____.

CORPORATE SEAL

Joe H. Spalding

 President

Collected and Witnessed by: _____



James Kevin Preston

 Secretary

Notary ID: _____