

Welcome to Mid-South Synergy!

We look forward to serving you with your electric service needs. Mid-South Synergy is committed to serving high quality service to every home and business in our community.

Residential

Please complete and return the Electric Service Agreement and Customer Information Sheet along with a copy of your driver's license and the following applicable fees:

- \$75.00- Membership Fee (*non-refundable*)
- \$25.00- Connect/Transfer Fee (*for new service of an existing location*)
- \$125.00- Connect Fee (*For New Construction of Service*)
- \$200.00- Survey Fee (*The staking fee for New Construction*)

A deposit is also required with the above applicable fees. Your deposit will be based upon your credit rating or a \$ 400.00 deposit is required for service to the location of service. For your convenience, fees along with any applicable construction costs may be paid in person at any of our local district offices or over the phone by credit card or check.

Commercial

Please complete and return the Electric Service Agreement with a copy of your driver's license, commercial load analysis, and the following fees:

- \$ 75.00- Membership Fee (non-refundable)
- \$25.00- Connect/Transfer Fee
(For new service of an existing location)
- \$125.00- Connect Fee (For New Construction of Service)
- \$200.00- Survey Fee (The staking fee for New Construction)

A deposit is also required with the above applicable fees. Your deposit will be based upon 1/6th of the billing of the requested service location. If it is service for a new location, the customer will be billed a deposit based on the commercial load analysis calculated by our engineering department. For your convenience, fees along with any applicable construction costs may be paid in person at any of our local district offices or over the phone by credit card or check. Upon receipt of the above, it will be possible to schedule an appointment with our field engineers to discuss the electric service you requested.

For existing accounts please fax to: 936-825-3644

Please use the following fax numbers for new construction depending on the service area;

- **Navasota/GRIMES DISTRICT** 936-825-5166
- **Huntsville/WALKER DISTRICT** 936-825-5162
- **Montgomery/MONTGOMERY DISTRICT** 936-825-5165

Thank you for giving us the opportunity to be of service to you. Our staff will constantly strive to earn your continued confidence. Please feel free to contact us at 936-825-5100 if you need further assistance.

Sincerely,
Mid-South Synergy

Account/Certificate No.

**MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, D/B/A MID-SOUTH SYNERGY
ELECTRIC SERVICE AGREEMENT**

Customer Name and Mailing Address:

Customer's Status:

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Other

Service Location

Type of Service:

<input type="checkbox"/>	Single-Phase	<input type="checkbox"/>	120/240 Volts
<input type="checkbox"/>	Three-Phase	<input type="checkbox"/>	120/208
		<input type="checkbox"/>	240/480 Volts
		<input type="checkbox"/>	Other:

Customer hereby makes application and agrees to purchase electric service from Mid-South Electric Cooperative Association (the "Cooperative") upon the following terms and conditions:

- 1. Service.** Cooperative agrees to use reasonable diligence to provide electrical utility service (including but not limited to the supply of electric energy) to Customer's service location at a particular point where electric energy first leaves the line or equipment owned by Cooperative and enters Customer's service entrance conductors. When electric energy becomes available, Customer will purchase all electric energy required to be used at the Service Location from the Cooperative and use electric energy exclusively for the operation of Customer's equipment. The Cooperative may limit the amount of electric energy to be furnished as indicated above and in the Service Rules and Regulations contained in the Cooperative's Tariff. Customer understands that the voltage and frequency of electric energy provided may vary within the standards set forth in the Service Rules and Regulations. Nothing contained herein shall prohibit Customer from using electric energy generated by renewable energy sources (e.g. solar) in Customer's wholly-owned generating facilities.
- 2. Payment.** Customer agrees to pay for electric service at the rates and upon the terms and conditions set forth in the Rate Schedule of the Tariff assigned to Customer's service, which Schedule and Tariff are incorporated herein by reference. Any future change in the rate made by the Cooperative for all similarly classified service shall be applicable from and after the effective date of such change. Cooperative will issue periodically a statement for services rendered to Customer. Customer agrees to pay the total amount shown on such statement within sixteen (16) days from the date of issue. Payment may be made at any office of the Cooperative. Customer grants to Cooperative a security interest in any patronage due Customer to secure Payment.
- 3. Minimum Monthly Charge.** The minimum charge for each billing period (approximately 30 days) shall be (1) the demand charge or (2) \$, whichever is greater.
- 4. Term.** The acceptance of this instrument by the Cooperative shall constitute an agreement between the Customer and the Cooperative and shall continue in force and effect for so long as Customer receives electric service from the Cooperative, and may be terminated by Customer upon written notice to the Cooperative and by Cooperative in accordance with the Cooperative's Service Rules and Regulations.
- 5. Contribution in Aid of Construction.** Customer shall make a contribution in aid of construction to Cooperative in the amount \$ and no refund shall ever be due the party making the contribution except as may be provided in the Service Rules and Regulations of the Cooperative.
- 6. Prepayment for Line Extension.** Prepayment for line extension may be required before the Cooperative begins construction of facilities or provides electric service.
- 7. Customer's Installation.** Customer warrants that his or her installation at the Service Location (including all conductors, switches, equipment, wiring, and protective devices of any kind or character) is constructed in accordance with the

National Electrical Safety Code of American Standards Association, as well as applicable laws or ordinances, and that the Customer's installation will be maintained in a manner to conform to those standards.

8. **Easement and Right of Access.** Customer agrees to grant or to secure for Cooperative, at Customer's expense, necessary easements and rights-of-way on property owned or controlled by Customer and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Customer. Cooperative's representatives, employees, and assigns are hereby granted right of ingress and egress to Customer's premises at all reasonable times for the purpose of inspecting facilities, providing service, and carrying out the provisions hereof.
9. **Continuity of Service.** Cooperative shall use reasonable diligence under standard utility practices to provide constant and adequate electric service. Cooperative will not be liable, however, if electric power or service should fail or be interrupted, or become defective, or be reduced through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, maintenance, repair or upgrading work, or any cause beyond the reasonable control of the Cooperative.
10. **Meter Tampering.** In the event the Cooperative reasonably determines that its meter or equipment has been tampered with or bypassed, the Cooperative may disconnect service and/or estimate electric energy consumed. Customer shall be liable for payment of any bill or statement issued as a result thereof in accordance with the Cooperative's tariffs.
11. **Breach/Disconnection of Service.** Notwithstanding any provisions of this agreement. Cooperative may disconnect service if Customer fails to timely pay for electric service or otherwise breaches this agreement or any applicable provision of the Tariff, after notice in accordance with the Cooperative's Service Rules and Regulations.
12. **Disclaimer of Warranties.** COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Notice.** All notices required to be given under the terms and provisions of this agreement may be given by mailing to the other party by United States mail addressed to such other party at the address above. The notice shall bear the date of its mailing, and shall be effective on and after such date.
14. **Waiver.** No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.
15. **Assignment.** Customer may not assign this agreement. This agreement shall inure to the benefit of Cooperative's assigns.
16. **Law Governing.** This agreement shall be construed and governed in accordance with the laws of the State of Texas and venue for any suit shall be in Grimes County, Texas.
17. **Additional Terms.** The electric service contracted for herein is to be provided and taken in accordance with the provisions of this agreement for electric service, the Bylaws of the Cooperative, and the Cooperative's Service Rules and Regulations contained in the Cooperative's Tariff, and any amendments thereto. THE TARIFF IS MADE A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN. A copy of the Tariff may be inspected at any office of the Cooperative.
18. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Customer and Cooperative for the service herein described, and Cooperative, its agents and employees, have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. Customer agrees that Customer is not relying on any statements not contained herein.
19. **Effective Date/Modification.** Notwithstanding anything to the contrary contained herein, this agreement shall not become effective and is not binding until accepted by the Cooperative. No modification or alteration hereof shall be binding on either party unless reduced to writing and signed by the parties hereto.

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION

CUSTOMER:

By: _____
Manager or Authorized Employee

By: _____
Property Owner/Tenant



RESIDENTIAL CUSTOMER INFORMATION FORM

ALL INFORMATION IS REQUIRED IN ORDER TO PROCESS APPLICATION

Name:		
Billing Address		
City:	State:	ZIP Code:
Business #:	Fax #:	Home #:
Mobile #:	Pager #:	Other #:
Email Address 1:		SSN:
Email Address 2:		Drivers License # :
		Date of Birth:

SERVICE ADDRESS INFORMATION

Service Address:		
City:	State:	ZIP Code:

SPOUSE INFORMATION

Name:		
Date of birth:	SSN:	Phone:
Email Address:		Drivers License#:

BILLING SELECTION

Regular Monthly Billing - By checking this box you agree to a credit check to determine deposit amount -- You will receive a monthly Bill for services - Please choose a Billing Cycle selection below

Pay As You Go Billing - If you choose Pay As You Go Billing no credit check will be run - You will not receive a monthly bill for services - No billing cycle needs to be selected; However you must complete a separate Pay As You Go Agreement

BILLING CYCLE - PLEASE CHOOSE WHICH BILL CYCLE WOULD BEST FIT YOUR NEEDS

Cycle	Billed	Due Between
1 <input type="checkbox"/>	1 st Thursday of the month	19 th - 25 th
2 <input type="checkbox"/>	2 nd Thursday of the month	26 th - 2 nd
3 <input type="checkbox"/>	3 rd Thursday of the month	3 rd - 10 th
4 <input type="checkbox"/>	4 th Thursday of the month	11 th - 18 th

MID-SOUTH SYNERGY USE ONLY

Rate:	Tax District:
Class:	Tax Exempt:
Membership fee:	Connect Fee:
Deposit:	Completed By:
Location #	



COMMERCIAL CUSTOMER INFORMATION FORM

ALL INFORMATION IS REQUIRED IN ORDER TO PROCESS APPLICATION

Company Name:

Billing Address

City:

State:

ZIP Code:

Business #:

Fax #:

Emergency Outage #:

Mobile #:

Pager #:

Owner of Company:

Owners SSN:

Company's Tax ID #:

Owners Drivers License # :

Tax Exempt - Yes No **If tax exempt, please provide us with a tax exemption form**

Owners Date of Birth:

SERVICE ADDRESS INFORMATION

Service Address:

City:

State:

ZIP Code:

CONTACT INFORMATION

Contact1 – Name and Title:

Email Address:

Phone#:

Contact 2 – Name and Title:

Email Address

Phone#:

BILLING SELECTION

Monthly Billing - By checking this box you agree to a credit check to determine deposit amount — You will receive a monthly Bill for services - Please choose a Billing Cycle selection below

BILLING CYCLE - PLEASE CHOOSE WHICH BILL CYCLE WOULD BEST FIT YOUR NEEDS

Cycle	Billed	Due Between
1 <input type="checkbox"/>	1 st Thursday of the month	19 th – 25 th
2 <input type="checkbox"/>	2 nd Thursday of the month	26 th – 2 nd
3 <input type="checkbox"/>	3 rd Thursday of the month	3 rd – 10 th
4 <input type="checkbox"/>	4 th Thursday of the month	11 th – 18 th

MID-SOUTH SYNERGY USE ONLY

Rate:

Tax District:

Class:

Tax Exempt:

Membership fee:

Connect Fee:

Deposit:

Completed By:

Location #



PAY AS YOU GO CUSTOMER INFORMATION FORM

ALERT NOTIFICATIONS

Name: _____		Account #: _____	
Low Balance Threshold Amount: _____ This is the amount at which you will begin receiving low balance alerts			
Phone #1: _____	Phone # 2: _____	Text Message #1: _____	
Phone #3: _____	Phone #4: _____	Text Message #2: _____	
Email Address # 1: _____		Email Address # 2: _____	

LOW BALANCE NOTIFICATIONS

Notification Type	Notification Time From	Notification Time To
Phone 1 Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Phone 2 Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Text Message # Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Email Address Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>

PENDING DISCONNECT NOTIFICATIONS

Notification Type	Notification Time From	Notification Time To
Phone 1 Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Phone 2 Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Text Message # Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Email Address Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>

DISCONNECT NOTIFICATIONS

Notification Type	Notification Time From	Notification Time To
Phone 1 Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Phone 2 Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Text Message # Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Email Address Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>

OTHER NOTIFICATIONS

Notification Type	Notification Time From
Recharge Email Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Reconnect Email Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>
Daily Balance Email Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ AM <input type="checkbox"/> PM <input type="checkbox"/>

MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION D/B/A MID-SOUTH SYNERGY
ELECTRIC SERVICE AGREEMENT ADDENDUM 1-A
RS-PAY ACCOUNT SERVICE AGREEMENT ATTACHMENT

(This RS-PAY Account Service Agreement Attachment becomes a part of the Customer's Electric Service Agreement)

Date: _____

Customer: _____

Service Address: _____

Customer requests RS-PAY Account Service ("Pay As You Go" Service). Customer acknowledges that Customer has reviewed Section 2.17, Service Rules and Regulations, of the Cooperative's Tariff relating to RS-PAY Accounts. Customer agrees to the provisions in the Tariff relating to RS-PAY Accounts and requests the Cooperative to create an RS-PAY Account for Customer.

1. For and in consideration of the premises, Customer agrees as follows:
 - a. Customer Deposits must be at least \$50.00 to set up a credit account called an RS-PAY Account.
 - b. Initial Deposit: \$_____ / _____(Coop rep initial)
 - c. Customer Deposit in the RS-PAY Account are used to pay for electric service and other appropriate charges related to the electric service delivered to Customer's Point of Delivery.
 - d. All purchases of electric service will be through the RS-PAY Account created for the Customer and held by the Cooperative.
 - e. Customer authorizes the Cooperative to debit against the Customer's RS-Pay Account to pay for electric service rendered, including any availability charge, energy charge, WPCA, fees, taxes, debt recovery amounts, and other agreed upon billing services, up to and including the entire balance in the Account.
 - f. Customer will receive electric service only for so long as there are funds on deposit in Customer's RS-PAY Account.
 - g. The Availability Charge continues to accumulate on a daily basis even if the electric meter is de-activated and no electric service is being used at the Customer's point of delivery.
 - h. A copy of Section 2.17 of the Cooperative's Tariff (the "Tariff") is attached. Customer accepts and agrees to be bound by all the terms of the Tariff and specifically Section 2.17.
 - i. The Tariff requires a minimum of \$20.00 in readily available funds to recharge the Customer's RS-PAY Account.
 - j. Customer's Electric Service will be DISCONTINUED within twenty-four (24) hours after the Customer's RS-PAY Account reaches zero (0).
 - k. Customer represents that Customer is familiar with and understands the terms of Section 2.17 of the Tariff, and in consideration of the premises, agrees to be bound by all the terms therein and herein.
 - l. Customer **WAIVES** the application of Section 2.15.B. of the Tariff, disconnection protection provisions, and acknowledges that an RS-PAY Account Customer is not entitled to any of those protections afforded a Regular Cooperative Customer Account by the Tariff.
 - m. **Customer will be subject to IMMEDIATE DISCONTINUANCE OF SERVICE if the Customer fails to maintain a positive balance in the Customer's RS-PAY Account.**
 - n. **Customer WAIVES all claims or causes of action against the Cooperative for damages to property and injury to persons, including death, that may result from the Cooperative's DISCONTINUANCE OF ELECTRIC SERVICE to an RS-PAY Account due to the Customer's failure to maintain a positive balance in the RS-PAY Account.**

2. **Customer's Liability.**

The Customer assumes liability for and agrees to HOLD HARMLESS the Cooperative, its directors, officers, employees, and agents for any and all damages of every kind resulting from a discontinuance of service under the Tariff. The Cooperative's LIABILITY is LIMITED as provided herein and in its Tariff.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CUSTOMER:

COOPERATIVE

By: _____

By: _____ (if entity)

_____ Title of Officer*

- *If other than president, vice president, partner or owner, a power of attorney must accompany contract.
- Adopted: 07/22/2009; revised 09/24/09