

Terms and Conditions for Electric Service

1. The signed *Application for Membership and Electric Service Agreement* constitutes a contract between Eastern Illini Electric Cooperative, Inc. (EIEC) and the Applicant(s) for the provision of electric service, upon acceptance by EIEC, and you will then become a member/owner in EIEC. This contract shall remain in effect until terminated according to the terms hereof or the bylaws, policies and regulations of EIEC, which has the sole discretion to determine the reason to terminate this Agreement. Under this Agreement, you agree to comply with the EIEC bylaws, any amendments to them, and its policies, rates and regulations. Further information is available to you at www.eiec.coop or by calling EIEC at 800-824-5102.
2. EIEC may obtain a credit report to address creditworthiness. Applicants who are not a credit risk will not be charged a deposit for connection and electric service. Residential class applicants who pose some credit risk will be charged a deposit of \$250.00, while those who pose substantial credit risk will be charged a deposit of \$500.00 or two (2) times the usual monthly billing amount, whichever is greater. Residential class deposits will be kept for at least 24 months, subject to EIEC review. If such review indicates no credit risk after that time, the deposit will be refunded by a bill credit. EIEC also offers a PrePaid Advantage Program which is available to certain qualified applicants and is subject to alternate deposit requirements. Commercial class applicants may be charged a deposit equal to three (3) times the maximum monthly billing amount. Deposits must be paid in full before electric service will be connected.
3. Members shall purchase electric service for each location requested at EIEC's general service rate for the applicable class of service. Members shall inform EIEC of any special service requirements that may qualify for a service rate other than the general service rate. Members shall pay EIEC's applicable monthly minimum charge regardless of the number of kilowatt-hours used.
4. Billing for a new or upgraded electric service will begin when EIEC has completed installation of the facilities at the requested location. Members shall reimburse EIEC for the total cost of installation of such facilities regardless of whether the applicant decides to accept electric service at the location.
5. Member's electric facilities must comply with the National Electrical Code standards. Members are responsible for the inspection, maintenance and repair of any electric facilities up to the point of connection with EIEC facilities, as further described in the bylaws, policies and regulations of the cooperative. All electrical equipment used in connection with the electric service must be of a design, construction, installation and operation that will not interfere with electric service to other members. If the equipment at your location does not comply with those requirements, EIEC may discontinue the electric service until those conditions are corrected.
6. EIEC shall strive to provide continuous service, but it does not and cannot guarantee an uninterrupted supply of electric service. EIEC shall not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than its gross negligence. EIEC shall not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption thereof. EIEC has the right to suspend electric service for the purpose of making repairs, improvements, or extensions, as necessary or as required by applicable law or regulation. You shall indemnify, defend and hold EIEC and any of its directors, officers, agents and representatives harmless from and against all liability, loss, costs, causes of action, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind, unless solely caused by EIEC, with respect to the provision of electricity on your property pursuant to this Application and Agreement.
7. Members hereby grant an easement to EIEC to enter onto your property in order to construct, operate, inspect, repair, rebuild and maintain the electric distribution line(s), including all equipment and/or wiring, up to the meter or weatherhead, and lines on the premises serving other members. This grant shall include the right of ingress and egress, the right to maintain vegetation clearance in accordance with EIEC policies, regulations and standards, which includes keeping the easement area clear of buildings, structures, trees, shrubs and other vegetative undergrowth, whether by removal, cutting, trimming or spraying herbicide as EIEC shall determine in its sole discretion. The grant of easement shall also include the right to examine, maintain and replace EIEC meters. To the extent required by EIEC, members shall sign such documents as necessary for the confirmation or recording of such easement(s) with applicable governmental bodies.
8. Meter bases must be approved and sealed by EIEC. Such seals shall not be tampered with or broken without the consent of EIEC, except in emergency circumstances. Any disconnection devices shall be promptly placed below all meter bases that are not located on a building or that serve more than one service entrance.
9. In the event electric service is provided but not paid for, and EIEC commences collection proceedings, you agree to pay all amounts due, including, late fees, costs, expenses and attorney's fees incurred by EIEC in order to recover all amounts owed. In the event of nonpayment for labor and materials, EIEC shall have the right to record liens for such amounts. Unpaid final bills for service at a particular Member's location may be transferred to other active accounts in order to obtain payment, regardless of the applicable service class.
10. The type of membership you select (single, joint, or business) is important. If you are unsure which option to choose, please discuss your options with an EIEC representative.
11. Terms of this membership agreement are subject to change by action of the Board of Directors without resubmitting those terms to Members for assent and signature.