

Terms and Conditions – Payment and Reconnection Requests

1. Application

These Terms and Conditions apply to all service classifications and all reconnection requests, including residential, commercial, industrial, irrigation, temporary, seasonal, landlord, tenant, master-metered, governmental, and other accounts, to the fullest extent permitted by applicable law, tariff, service rules, bylaws, policies, and contractual arrangements.

By submitting a payment, requesting service reconnection, authorizing restoration of electric service, clicking or checking an acknowledgment, confirming authorization by telephone, or otherwise proceeding with a reconnection request, the member/customer acknowledges and agrees to these Terms and Conditions. A person acting for an account holder represents that the person is authorized to act for the account holder and to bind the account holder and the service location to these Terms and Conditions.

2. Defined Terms

[Service Point/Point of Delivery] means the point at which the Cooperative's facilities connect to the member/customer's facilities and at or beyond which the member/customer assumes responsibility for the further delivery, control, use, condition, operation, protection, and maintenance of electric service and customer-owned facilities. If the Cooperative's tariff, service rules, bylaws, membership agreement, standards, or applicable law defines this term differently, the controlling definition shall govern.

Customer-Owned Facilities means all wiring, conductors, service equipment, panels, breakers, switches, fuses, outlets, appliances, equipment, devices, motors, pumps, heaters, HVAC equipment, cooking equipment, electronics, generators, transfer switches, protective devices, and all other facilities, loads, apparatus, or installations located on the member/customer's side of the [Service Point/Point of Delivery], whether owned, leased, occupied, operated, or controlled by the member/customer, a tenant, a landlord, an occupant, or any other person.

3. Processing and Timing of Reconnection

A payment or reconnection request may be processed automatically through the Cooperative's systems. Completion or acceptance of payment, or submission of a reconnection request, does not guarantee immediate restoration of electric service.

Reconnection is subject to verification of payment, account status, applicable deposits, fees, safety requirements, accessibility, system conditions, operational requirements, and applicable law, tariff, service rules, bylaws, policies, and regulatory requirements. Additional processing time may be required. In some cases, a field visit, inspection, repair, meter exchange, equipment replacement, or other operational action may be required before service can be restored.

If the account is eligible for reconnection, electric service may be restored remotely, automatically, through advanced metering infrastructure, or by field personnel at any time after the payment or reconnection request is processed. The Cooperative may not provide additional notice of the exact date or time of reconnection.

4. Member/Customer Responsibility Before Reconnection

The member/customer is solely responsible for ensuring that the premises and all Customer-Owned Facilities are in a safe and proper condition to receive electric service before requesting reconnection or authorizing restoration.

Before requesting reconnection, the member/customer should turn off, unplug, disconnect, or otherwise secure all appliances, devices, equipment, and loads that could start, operate, energize, overheat, arc, leak, fail, cause fire, cause smoke damage, cause water damage, damage equipment, injure persons, or cause any other loss when electric service is restored. This includes, without limitation, stoves, ovens, ranges, cooktops, space heaters, water heaters, HVAC equipment, refrigeration equipment, pumps, motors, power tools, electronics, generators, transfer equipment, and any other customer-owned load or device that may operate when electric service is restored.

If the member/customer is not present at the premises, has not inspected the premises, cannot safely inspect the premises, has not confirmed that appliances and devices are turned off or otherwise secured, or has not confirmed that the Customer-Owned Facilities are safe to receive electric service, the member/customer assumes all risk associated with requesting reconnection under those circumstances.

5. Reconnection May Energize Customer-Owned Facilities Without Warning

The member/customer understands and agrees that reconnection of electric service may energize Customer-Owned Facilities without further advance notice. Equipment or appliances left in the “on” position, energized loads, improperly connected equipment, defective or damaged wiring, unsafe premises conditions, lack of protective devices, improper generator connections, or other conditions on the member/customer’s side of the [Service Point/Point of Delivery] may result in property damage, fire, smoke damage, water damage, equipment damage, food spoilage, loss of use, personal injury, or other loss.

The Cooperative cannot determine from its meter, automated systems, remote connect/disconnect functions, distribution facilities, field observations, or other Cooperative equipment whether appliances, devices, wiring, panels, generators, transfer switches, or other Customer-Owned Facilities are turned off, properly installed, properly maintained, code-compliant, or safe to energize.

6. No Inspection, Approval, Warranty, or Assumption of Duty

The Cooperative’s acceptance of payment, processing of a reconnection request, operation of a meter, remote reconnection, field visit, inspection, or restoration of service does not constitute an inspection, approval, certification, warranty, or representation that the premises or any Customer-Owned Facilities are safe, properly installed, properly maintained, code-compliant, or suitable to receive electric service.

Any inspection, field activity, meter work, or other action performed by the Cooperative is solely for the Cooperative’s operational, access, and safety purposes. The Cooperative assumes no duty to inspect, maintain, repair, disconnect, secure, supervise, or protect Customer-Owned Facilities or premises conditions on the member/customer’s side of the [Service Point/Point of Delivery].

7. Assumption of Risk; Release; Limitation of Liability

To the fullest extent permitted by applicable law, tariff, service rules, bylaws, policies, and contracts, the member/customer assumes all risk of loss, damage, injury, cost, expense, claim, or liability arising out of or relating to reconnection, restoration of electric service, or energization of the premises after the member/customer submits payment, requests reconnection, authorizes restoration, or otherwise proceeds with a reconnection request.

To the fullest extent permitted by applicable law, the Cooperative, its trustees, officers, employees, agents, representatives, contractors, successors, and assigns shall not be liable to the member/customer, any occupant, tenant, landlord, property owner, invitee, licensee, insurer, subrogated insurer, or any other person or entity for any loss, damage, injury, cost, expense, claim, or liability arising out of or relating to any of the following:

- appliances, devices, equipment, motors, pumps, heaters, stoves, ovens, ranges, cooktops, electronics, generators, transfer equipment, or other customer-owned loads left energized, turned on, connected, defective, improperly installed, improperly maintained, or unsafe at the time of reconnection;
- Customer-Owned Facilities or premises conditions on the member/customer's side of the [Service Point/Point of Delivery];
- unsafe, defective, damaged, deteriorated, non-code-compliant, tampered-with, or hazardous conditions at or on the premises;
- the absence, inadequacy, failure, or improper installation or maintenance of surge protection, overcurrent protection, motor protection, generator protection, transfer equipment, smoke alarms, fire suppression systems, or other protective devices;
- the member/customer's failure to be present at the premises before or during reconnection;
- the member/customer's failure to turn off, unplug, disconnect, or otherwise secure appliances, devices, equipment, and loads before requesting reconnection; or
- fire, smoke damage, water damage, appliance damage, electronics damage, motor damage, pump damage, equipment damage, food spoilage, loss of use, business interruption, lost profits, lost revenue, consequential damages, incidental damages, indirect damages, special damages, punitive damages to the extent permitted by law, or other property-related or economic loss associated with restoration or reconnection of electric service.

This assumption of risk, release, and limitation of liability includes claims alleging the Cooperative's ordinary negligence in processing, scheduling, performing, delaying, denying, or completing reconnection or restoration of electric service. This provision does not apply to the extent a loss is finally determined by a court of competent jurisdiction to have been caused by the Cooperative's gross negligence, willful or wanton misconduct, intentional misconduct, or other conduct for which liability may not be limited under applicable law.

The member/customer releases and discharges the Cooperative, its trustees, officers, employees, agents, representatives, contractors, successors, and assigns from any and all claims, demands, damages, losses, costs, expenses, actions, and causes of action covered by this Section, except to the extent liability may not be released under applicable law.

8. Indemnity

To the fullest extent permitted by applicable law, the member/customer shall indemnify, defend, and hold harmless the Cooperative, its trustees, officers, employees, agents, representatives, contractors, successors, and assigns from and against any and all third-party claims, demands, damages, losses, costs, expenses, liabilities, proceedings, actions, and causes of action, including attorneys' fees and costs, brought by or through any occupant, tenant, landlord, property owner, invitee, licensee, contractor, insurer, subrogated insurer, governmental entity, or any other person or entity, arising out of or relating to Customer-Owned Facilities, premises conditions, energized loads, appliances or devices left on or unsafe, customer-owned generators or transfer equipment, the member/customer's failure to secure the premises before reconnection, or the transmission, delivery, restoration, reconnection, or use of electricity on the member/customer's side of the [Service Point/Point of Delivery].

This indemnity includes third-party claims alleging the Cooperative's ordinary negligence, but only to the extent such claims arise out of or relate to Customer-Owned Facilities, premises conditions, energized loads, appliances or devices left on or unsafe, or the transmission, delivery, restoration, reconnection, or use of electricity on the member/customer's side of the [Service Point/Point of Delivery]. This indemnity does not apply to the extent a claim is finally determined by a court of competent jurisdiction to have been caused by the Cooperative's gross negligence, willful or wanton misconduct, intentional misconduct, or other conduct for which indemnity may

not be required under applicable law. For governmental customers, this indemnity applies only to the extent permitted by applicable law.

9. Unsafe or Hazardous Conditions

The Cooperative reserves the right to deny, delay, suspend, disconnect, or refuse reconnection of service if the Cooperative knows of, observes, or reasonably suspects an unsafe, hazardous, inaccessible, tampered-with, damaged, defective, non-code-compliant, or otherwise unsuitable condition, including any condition that may endanger persons, property, Cooperative facilities, the public, other members, or Cooperative personnel.

The Cooperative's decision to reconnect service does not waive this right and does not constitute a determination that the premises or Customer-Owned Facilities are safe.

10. No Restriction on Lawful Appliance or Fuel-Source Use

Nothing in these Terms and Conditions prohibits or restricts the lawful ownership, installation, or use of any appliance, device, equipment, or lawful energy source. These Terms and Conditions address only the member/customer's responsibility to ensure that the premises and Customer-Owned Facilities are safe to receive electric service at the time reconnection is requested, authorized, and performed.

11. Agreement to Terms

By proceeding with payment, requesting reconnection, authorizing restoration, clicking or checking an acknowledgment, confirming authorization by telephone, or otherwise submitting or authorizing a reconnection request, the member/customer acknowledges that the member/customer has read, understands, and agrees to these Terms and Conditions and accepts responsibility for ensuring that the premises and Customer-Owned Facilities are safe to receive electric service.