

# STATEMENT OF MEMBERSHIP

This Statement of Membership governs the provision of services by Freeborn Mower Electric Cooperative, hereinafter called the "Cooperative" to all customers hereinafter called members of the Cooperative. It is acknowledged that the Cooperative is a membership-owned electric utility. This Statement of Membership can be changed, at any time, with or without notice, by the Cooperative. The Statement of Membership is always available for review at the office of the Cooperative.

**The Cooperative will provide electric service pursuant to the following terms and conditions, and by accepting that service the Member agrees as follows:**

1. The Member agrees to comply with and be bound by the Articles of Incorporation and By-Laws of the Cooperative as they exist, or as they may be amended, together with all policies adopted by the Board of Directors. The Member acknowledges that the terms and provisions of the Articles of Incorporation, By-Laws and Policies constitute an obligation on the part of the Member to accept such service pursuant to such conditions as described therein as fully as if Member has signed a separate instrument or contract containing such terms or provisions. The Member further acknowledges that any agreement between the Cooperative and Member can be cancelled without notice for non-payment of electric energy bills, noncompliance with any provision of the Articles of Incorporation, By-Laws, rules and regulations or policies of the Cooperative, or other reasons as permitted by law. The Articles of Incorporation, By-Laws and policies are available upon request.
2. The Member will purchase from the Cooperative all electric energy purchased for use on the premises described in any application for service and will pay on a monthly basis rates and fees which shall be determined by the Cooperative's Board of Directors and in accordance with the By-Laws of the Cooperative. The Member will pay a basic service charge each month to receive electric service regardless of the amount of electric energy, if any, consumed. Should the Member become delinquent in paying his/her/its monthly bill, a deposit and/or late charges may be applied.
3. The Member will cause buildings on the premises to which services are provided to be wired in accordance with the National Electric Code and the Minnesota Wiring Regulations, and other wiring specifications approved and required by the Cooperative.
4. By accepting service from the Cooperative, the Member agrees to hold the cooperative harmless from any losses or damage to life or property resulting from power interruptions caused by acts of God or by circumstances beyond the control of the Cooperative, and/or the Member's failure to have said premises wired according to the National Electric Code and the State of Minnesota Wiring Regulations. Member has the sole and exclusive responsibility for any wiring done beyond the metering point. The Member agrees that the Cooperative shall not be responsible for voltage reduction brought on by its wholesale power supplier.
5. The Member, by receiving electric service from the Cooperative, grants to the Cooperative the right, privilege and authority to enter upon the Member's land or rental property to provide electric service to the Member or electric service to other property or persons. This includes the right to cut down, trim, control the growth of, or eliminate by chemical treatment or mechanical means trees, shrubbery and other vegetation that is under, over or adjacent to lines and equipment. The Member shall allow actions by the Cooperative and/or its assigned representatives/contractors as necessary to keep free and clear from obstruction the electric line rights-of-way, metering and other electrical equipment owned and operated by the Cooperative, and to allow the cutting of any tree that may interfere with the proper operation of electrical lines. Member also grants the right of entry and exit over Member's property to construct, reconstruct, re-phase, upgrade, repair, improve, replace, maintain, inspect and operate electric lines, meters and equipment of the Cooperative. This provision runs with the land and shall be binding upon Members' heirs, successors and assigns.
6. Any patronage refund will be paid to the Member at the address provided by the Member to the Cooperative. The patronage refund can only be assigned pursuant to the Articles of Incorporation, By-Laws and Rules and Regulations of the Cooperative.
7. It is the responsibility of the Member to make any changes or corrections in the name or address of the Member, or to advise the Cooperative of any changes in the Membership Type or provide other information necessary to the Cooperative for purposes of providing service as described herein. The Member consents to communications from the Cooperative relating to the provision of service to the Member. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device.
8. By applying for service from the Cooperative and accepting the same, Member understands the Cooperative may conduct an identity and/or soft credit check in compliance with the Red Flag Rules mandated by Federal FACT Act 2003, 16 CFR 681. The Member understands this information is confidential and will be treated as such by the Cooperative. This information may be shared with affiliates for purposes of performing the credit check. By accepting service from the Cooperative, the Member authorizes these checks and the sharing of this information. Member is advised that the Federal FACT Act or the Fair Credit Reporting Act may provide such Member with certain rights pertaining to the recovery or sharing of any Member information.
9. Membership in the Cooperative terminates whenever electric service or other cooperative services are discontinued. Membership also terminates upon the death of the Member. If the membership is held jointly, upon the death of either joint member, such membership shall then be deemed to be held solely by the survivor as though such membership had been originally issued to him or her. To terminate membership in the Cooperative, the Member must notify the Cooperative. When a membership is held jointly, each Member shall be jointly and severally liable for any debts or liabilities owed to the Cooperative by that membership. If a membership interest, held jointly, is transferred upon the death of either joint Member, such transfer does not release or relieve the deceased Member or his or her estate from any debts or liabilities of such Member to the Cooperative.

If you need free help interpreting this document, call (800) 734.6421.

Si desea recibir asistencia gratuita para interpretar este documento, llame (800) 734.6421.



*People. Power. Possibilities.*

Please verify the account information is correct. If changes are needed, please contact our office.

**Service Address:**

**Name:**

**Add'l Name:**

**SSN (Last 4):**

**SSN (Last 4):**

**Date Of Birth:**

**Date Of Birth:**

**Phone Number:**

**Phone Number:**

**E-mail Address:**

**E-mail Address:**

**Ethnicity:**

**Ethnicity:**

**Member Start Date:**

**Service Start Date:**

**Member Number:**

**Account Number:**

**Board Director:**

**Membership Type:**

**MEMBERSHIP TYPES:**

S-SINGLE means all capital credit allocations or margins as a result of your membership shall be assigned to you individually. In the event you become deceased, 100 percent of that assignment may be paid to your estate on a discounted basis or paid upon normal retirement of capital credits.


J-JOINT means all capital credit allocations or margins assigned to you as a result of your membership will be split 50-50 between both members. In the event either member should become deceased, his or her 50 percent may be paid to his or her estate on a discounted basis or be paid upon normal retirement of capital credits. No more than two natural persons would be allowed. (Limited to only one vote per membership).

B-BUS/ORG means all capital credit allocations or margins assigned will be paid upon normal retirement of capital credits to the business/organization. In the event the business/organization dissolves, capital credits may be retired on a discounted basis upon proof of dissolution. (Limited to only one vote per membership).

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PO Box 611 | 3366 Bridge Ave. | Albert Lea MN

P: (507) 373.6421 or (800) 734.6421 | F: (507) 369.0259 | [www.fmcs.coop](http://www.fmcs.coop)

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