



CHOCTAWHATCHEE ELECTRIC COOPERATIVE

1350 W Baldwin Ave. PO BOX 512 DeFuniak Springs, Florida 32435
(850) 892-2111 (800) 342-0990

FORMS MUST BE COMPLETED IN FULL

W-9 Business Name _____

() Sole Proprietor () Partnership () Corporate () Other _____

Owner _____

Federal Tax ID # _____ Social Security # _____

Authorized Representative: _____ Title: _____

Authorized Representative: _____ Title: _____

Mailing Address _____

City _____ State _____ Zip _____

Site Ph # _____ Secondary Ph # _____ Fax _____

E-Mail Address _____

Check One: () New Service—No Meter Service at Location () Existing Service—Previous Meter Service at Location

Requested Connect Date _____ **County & Permit Number if New Service** _____

Check One: () House () Condo () Mobile Home () RV Park Lot () Temporary Service () Water Pump () Shed () Other

Physical Address of Service Location _____ City _____

Driving Directions _____

Do You () Own () Rent If Rent, Name of Landlord/Rental Agency _____

Phone # _____

Have you ever received service from CHELCO? If Yes, Location of Service _____

Date of Service _____ What Name _____

I understand that if additional facilities must be constructed to serve a requested location the cooperative will provide me with a Work Proposal and I must pay the required Cost In Aid to Construction (CIAC). Proposals are valid for 90 days, and total CIAC must be paid prior to installation of CHELCO facilities. Any deviation from Facilities agreed upon, including but not limited to, changing the closest point of attachment (POA) or changing the facilities from overhead to underground will result in additional CIAC. All facilities installed and maintained by CHELCO, are and will remain the sole property of CHELCO. Furthermore, I understand that said facilities may be removed at the discretion of the cooperative after the premise has remained idle for a term greater than 11 months.
Initial: _____ Date: _____

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, AND AN AUTHORIZED REPRESENTATIVE OF THIS COMPANY. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED: _____ DATE _____

SIGNED: _____ DATE _____

The State of Florida requires that sales tax be charged on the sale of electricity unless it is for an exempt purpose. Three of the exempt purposes are:

1. Residential use – Residential use only
2. Common use area multi-family housing and model homes as long as none of the electricity is used for non-exempt purposes.
3. Non-Profit organization – exemption status that is filed with the State of Florida (must enclose the exemption certificate if you are exempt from being charged state sales tax).

If any part of the power is for non-exempt purposes then tax must be charged on the whole account.

If your account is exempt from sales tax, please indicate the appropriate reason and sign below.

Reason for exemption from Florida State Sales Tax _____

I CERTIFY THAT THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED _____ DATE _____

GENERAL CONDITIONS and TERMS of AGREEMENT

1. The applicant shall pay the Cooperative the sum of \$5.00, which will constitute the applicant's membership fee. The applicant, by paying the membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that under the law his private property cannot be attached for any such debts or liabilities. The acceptance of this application by the Cooperative shall constitute an agreement between the applicant and the Cooperative. The applicant hereby agrees to abide by the rules, regulations, and Bylaws of the Cooperative as may be amended from time to time.
2. The applicant attests by the submission of this request for service financial responsibility, ability and willingness to pay our invoices in accordance with the following terms and conditions: Terms of payment are net 21 from the date of the invoice. Late fees in the amount of 10% up to \$25.00 and 2% on balances over \$25.00 will be assessed on the 22nd day after the invoice date, when the account will be considered in default. Service is subject for disconnection after the 13th day the account is in default (34 days after the invoice date).
3. The applicant(s) agrees that in any action, suit or proceeding to collect any amount due under the applicants' account, CHELCO shall be entitled to reimbursement from applicant(s) for all costs and expenses reasonably incurred in such collection, including, but not limited to, all collection and court costs, delinquent account disconnect and reconnect fees, and all attorneys' fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings. If the final bill is turned over to a collection agency, a 35% fee will be added to the bill total.
4. **The applicant consents that the Cooperative by its agents, servants, employees or representatives shall at all reasonable times have the right to ingress or egress, to and from the premises described below for the purpose of reading, installation, removal or repair of any meter on said premises and for such other purposes as shall be necessary or incident to the maintenance of the service herein applied for.**
5. The applicant will cause his/her premises to be wired in accordance with wiring specifications approved by the Cooperative and the applicable government agencies.
6. The applicant agrees that properly chargeable installation, repairs, and maintenance and energy shall be collectively and separately considered part of the energy and service charges to be paid monthly as the same shall accrue and that the failure or refusal to pay them or any part of them when due shall subject the applicant to the rules and regulations of the Cooperative relating to discontinuance of service.
7. **The applicant will keep the Cooperative informed of their current mailing address. The applicant further understands that all undeliverable checks (capital credit, deposit, etc.) returned to the Cooperative will be assessed monthly service charges until claimed.**
8. As a member of the Cooperative, applicant shall be eligible to vote for Board Trustees by mail ballot. Each member may vote once and only one person may vote for each account as described in the Bylaws of the Cooperative.
9. The Cooperative will make every effort to maintain continuous service: however, the Cooperative will not guarantee such service to be 100 percent, and reserves the right to make emergency repairs on its lines and is not responsible for loss of property due to outages or power surges which are results of floods, strikes, riots, emergency maintenance, acts of God, outages by its power supplier, nor any other outage or power surges beyond its control.
10. Payment for electricity shall include an annual subscription to the CHELCO News.

THIS AGREEMENT SHALL BE ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT AND ANY INFORMATION PROVIDED WILL BE USED TO COLLECT UNPAID DEBT.

I DO APPLY TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC. FOR MEMBERSHIP IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN "GENERAL CONDITIONS" TO ALL OF WHICH I AGREE.

Applicant's Signature _____ DATE: _____



**REPRESENTATION OF
OWNER/OWNER'S AGENT**

Please have the Landlord complete and return, if renting or leasing.

Required before service can be connected in renter's name.

You are notified that I am the owner/owner's agent of that certain real property located at the following address:

This property is presently rented or leased to _____
and such person(s) is/are entitled to occupancy of these premises effective this
_____ day of _____, 20____.

I, the owner/owner's agent, recognize and acknowledge that Florida Statutes s83.67, prohibits a landlord of any dwelling unit to cause, directly or indirectly, the termination or interruption of any utility service, including electricity.

Owner/Owner's Agent: _____

Owner/Owner's Agent Current Billing Address:

Owner/Owner's Agent Current Ph# _____

Owner/Owner's Agent Signature: _____ Date _____



**PERSONAL GUARANTY OF PAYMENT
FOR CORPORATE AND LIMITED LIABILITY ENTITY ACCOUNTS**

For value received, and to induce Choctawhatchee Electric Cooperative, Inc., whose address is Post Office Box 512, DeFuniak Springs, Florida 32435 (herein "CHELCO") to establish a CHELCO member utility account (herein "Account"), with or without security, for

_____, whose address is _____, (herein "Member"), the undersigned, _____, whose address is _____, (herein "Guarantor"), agrees as follows:

1. The Guarantor absolutely and unconditionally guarantees to CHELCO the prompt and full payment when due of all sums owed by Member on the Member's electrical utility account to CHELCO. The Guarantor agrees that if Member fails to fully and timely pay its Account with CHELCO, the undersigned will fully and timely pay the Account balance due without resort by CHELCO to any other person.
2. This Guaranty is an unconditional and continuing one, and all Account indebtedness to which it applies or may apply shall be conclusively presumed to have been created in reliance on this Guaranty.
3. This Guaranty shall be irrevocable by the Guarantor for so long as the Member maintains its utilities account with CHELCO and until all payment obligations guaranteed by it have been completely paid, performed and discharged.
4. If Member defaults in the payment of any Account balance, Guarantor shall pay the amount of such Account balance to CHELCO on demand. Guarantor's liability under this guaranty shall not be affected by reason of any extension of time for payment of any Account balance granted by CHELCO to Member.
5. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty.

Initials

6. This Guaranty shall be effective upon delivery to CHELCO, without further act, condition or acceptance by CHELCO. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and application of them, and to this end the provisions of this Guaranty are declared to be severable. This Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and CHELCO. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. The Guarantor: (a) consents to the personal jurisdiction of the state courts located in the State of Florida in connection with any controversy related to this Guaranty and agrees that any litigation initiated by CHELCO or the Guarantor in connection with this Guaranty shall be venued in the state courts located in Walton County, Florida.

7. The undersigned shall pay all costs of collection, including reasonable attorneys' fees before, after or during suit and out of court, in trial, on appeal, in bankruptcy proceedings or otherwise, incurred or paid by CHELCO in enforcing or preserving any right or interest of CHELCO, with respect to this Guaranty.

IN WITNESS, this Guaranty has been duly executed by the Guarantor this ____ day of _____, 2013.

[Signature]

[Print Name]

SWORN to and subscribed before me this ____ day of _____, 2013, by _____, who is/are Personally known ____ or Produced Identification ____ Type of Identification Produced _____.

Notary Public
My Commission Expires: