

MOON LAKE ELECTRIC ASSOCIATION, INC.  
Electric Service  
Regulation No. 3

**III - ELECTRIC SERVICE AGREEMENTS**

1. Applications for Service
  - A. Residential
    1. Residential applicants may apply for service and pay, or make arrangements to pay, any required security deposit either in person or by telephone.
  - B. Non-Residential
    1. Non-residential applicants must apply in person and pay any required security deposit at the time of application.
  - C. Eligibility and Acceptance
    1. The Association will deny service to an applicant who has not paid or made arrangements to pay an outstanding balance from a prior account. For completion and acceptance of an application, the applicant may be required to sign the Membership Application and/or a formal contract. In the absence of a signed document, the delivery of electric power by the Association and the acceptance thereof by the Consumer will be deemed to constitute an agreement by and between the Association and the Consumer for delivery and acceptance of electric power under the terms and conditions contained in the applicable rate schedule and these electric service Regulations.
    2. Sufficient personal identification of an applicant or account holder may be required at any time. Service may be denied or terminated to an applicant for subterfuge, providing false information or failure to provide sufficient personal identification.
2. Association's Right to Cancel Service Agreement and Suspend Power
  - A. For any default or breach of these Regulations or the terms of the applicable tariff, including failure to pay electric bills or deposits within the specified period, Association may suspend service at the location where the default occurred. The Association reserves the right to terminate electric service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for so long as such condition exists, or where there is unauthorized use of or diversion of service or tampering with Association owned equipment. Failure of the Association at any time after any such default or breach either to suspend supply or service, to terminate the Service Agreement, or to resort to any other legal remedy, shall not affect Association's right thereafter to resort to or exercise any one or more such remedies for the same or any future default or breach by Consumer.
3. Consumer's Right to Cancel Agreement
  - A. The Consumer shall advise the Association at least three (3) days in advance of the day on which he wants service disconnected. A Landlord who is not an occupant of

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the residence for which termination is requested, shall advise the Association at least ten (10) days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his tenants. Alternatively, such a Landlord may sign an affidavit that there are no occupants in the residence for which termination is requested, and, thereupon the disconnection may occur within four (4) days of the requested disconnect date. Upon request by a Consumer to disconnect service, the Association shall disconnect the service within four (4) working days of the requested disconnection date. The Consumer shall not be liable for any services rendered to or at such address or location after the expiration of such four (4) days unless access to the meter has been delayed by the consumer.

- B. No such suspension of service shall release the Consumer from his obligation to pay any minimum guarantees based on special investment made by the Association to serve the Consumer. If after a suspension of service pursuant to this regulation, the Consumer shall thereafter resume operations within the original Agreement period, at the option of the Association the Agreement may be renewed for the remainder of the Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by Consumer is a breach of the Service Agreement, the right of the Association to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

4. Successors and Assigns

- A. Service Agreements shall be binding upon the respective heirs, legal representatives, and successors by operation of law, of the parties thereto, but shall be voluntarily assignable by either party only with the written consent of the other, except that Association may, without Consumer's consent, assign any Service Agreement to any person or corporation, in any lawful way acquiring or operating all or any part of Association's property used in supplying service under such agreement.