



BUSINESS APPLICATION FOR UTILITY SERVICE

All information must be completed for service to begin.

Once your application is submitted, a Member Service Representative will contact you to complete the process, including a credit check using your Business EIN/Tax ID. Completed applications can be returned to our office or via one of the following:

EMAIL:
billing@mleainc.com

MAIL:
PO Box 278
Roosevelt, UT 84066

Application Type: Existing Power New Construction

Service Start Date: _____

Occupant Type: Owner Renter

Business Account Information

Legal Business Name: _____ **Nature of Business:** _____

Corporation Partnership LLC Sole Proprietor Other

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Service Address: _____ **City:** _____ **State:** _____ **Meter #:** _____

FEIN: _____ **Is there a yard light at this location?** Yes No **Yard Light Pole #:** _____

Owner/Officer/Management Information:

Name: _____ **Position/Title:** _____ **Contact Phone:** _____

Name: _____ **Position/Title:** _____ **Contact Phone:** _____

Name: _____ **Position/Title:** _____ **Contact Phone:** _____

Primary Contact Primary contact information will be used for billing and outage notification, including SmartHub enrollment.

Contact Name: _____ **Email Address:** _____ **Contact Phone:** _____

Business References

Reference Full Name: _____ **Phone:** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Reference Full Name: _____ **Phone:** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Life Support

Does anyone require a **Life Support Form**? Yes No **Full Name:** _____

Authorization for Information Disclosure

I authorize Moon Lake Electric Association to provide account billing information to **Landlord and/or** **Ute Tribe Administration** upon request.

Signature: _____ **Landlord Name:** _____ **Landlord Phone:** _____

Acceptance of Terms and Conditions

By signing below, you agree to the terms and conditions listed on the reverse side of this document. If you have electronically signed this application, you also agree that the electronic signatures used on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Officer Name #1

Officer Signature

Officer Name #2 (if required)

Officer Signature

Terms and Conditions

As the Primary Applicant and/or Co-Applicant ("Applicant") of this Residential or Commercial Application for Utility Service ("Application"), Applicant agrees and consents to the following:

(1) **Consents; Authorizations & Representations.** Applicant consents to being a member of Moon Lake Electric Association, Inc. ("MLEA"). Further, Applicant consents to using or accepting electronic records or signatures relating to any transaction with MLEA, and conducting transactions with MLEA electronically.

A completed Application, along with a Deposit or an in-office Utility score must be received before utility service can be started. If necessary, Applicant authorizes MLEA to request and receive information from a consumer reporting agency or other entity, which will be used to determine the Applicant's credit worthiness. Service orders for reconnecting or transferring existing services will be completed at the earliest date possible. An MLEA membership charge of twenty (\$20.00) dollars will appear on Applicant's first billing statement.

Applicant certifies that the information he or she has provided to MLEA is true, accurate, and correct. Any false statement or misrepresentation made constitutes reason for immediate disconnection. Additionally, Applicant agrees to keep updated contact information on file, including but not limited to, phone numbers, email address, and mailing address. Applicant understands that said information may be provided to government agencies as lawfully requested.

(2) **Applicant's Ownership, Control & Occupancy of Property.** Applicant affirms that: (a) he or she is the lawful owner or tenant, who controls and occupies, the real, personal, and intangible property to or for which MLEA may provide utility services (known as "Premises" or "Property") at each service location and (b) the real property underlying or comprising each service location.

Further, Applicant warrants and represents that all Property at each service location fully complies with: (a) all building, zoning, and similar regulations or requirements necessary to lawfully use utility service; (b) all safety, health, and similar regulations or requirements necessary to safely use utility service; and (c) all operating, engineering, and similar regulations or requirements necessary to safely, efficiently, and reliably use utility service and necessary for MLEA to safely, efficiently, and reliably provide utility service to Applicant and other members.

(3) **Continuous Utility Service.** MLEA will endeavor to furnish continuous service, but does not guarantee uninterrupted service. MLEA shall not be liable for any damages which the Applicant may sustain by reason of the failure or partial failure of power, failure or reversal of phases, or variation in service characteristics, whether caused by accident, repairs, storms, or incurred by the use of any service wiring, connection, instruments, service or appliances installed by or for the Applicant. Additionally, MLEA shall not be liable for damages that may be incurred due to the presence of MLEA's property on the Applicant's premises.

In the case when a three (3) phase service is needed from the Applicant's request, the Applicant is responsible that the installation and maintenance must incorporate adequate relays with circuit breakers, to protect against single phase conditions and phase reversal.

(4) **Service Fees; Delinquent Utility Accounts.** Applicant agrees that all utility bills are due and owed, including (a) current and future dues; (b) assessments; (c) fees; (d) security and other deposits; (e) contributions; (f) prices; (g) rates; (h) late fees; (i) delinquency charges; (j) finance charges; and (k) interest upon invoicing by MLEA. Failure of timely payment may result in service disconnection.

Applicant agrees to pay: (a) the outstanding amount due and owed; (b) any and all reasonable attorneys and/or collection fees (at the rate of thirty (30) percent of the outstanding amount due and owed plus any applicable surcharges imposed by the collection agency); and (c) any and all court costs and expenses. Moreover, any outstanding amount due and owed to MLEA is subject to a set off of any capital credits assigned to Applicant, within MLEA's sole discretion.

In order for MLEA to properly service your utility account and collect the outstanding amount due and owed, Applicant fully agrees to allow MLEA and the collection agency that MLEA is utilizing to contact the Applicant by telephone at any telephone number associated with your utility account, including but not limited to, wireless telephone numbers which may result in charges to you. Other forms of communication may be used including: (a) text messages; (b) electronic correspondences (email); and (c) pre-recorded or artificial voice messages and the use of automatic dialing devices, as applicable.

(5) **Compliance with MLEA Governing Documents.** Applicant fully agrees to comply with and be bound by this Application and with, as they currently exist or as they are later adopted or amended, MLEA's (a) articles of incorporation; (b) bylaws; (c) service rules, operating procedures and regulations issued by MLEA's management team; (d) rate or price schedules or tariffs; and (e) rules, regulations, and actions adopted, taken, or approved by MLEA's board of directors (collectively known as "Governing Documents"), all of which constitute a binding contract between MLEA and Applicant.

(6) **Grant of Easement Right-Of-Way.** Applicant, by applying for and obtaining membership in MLEA, agrees to, conveys, and grants to MLEA, as a condition of membership, an easement right-of-way over, on and under all lands owned, leased or mortgaged by the Applicant on such reasonable terms and conditions as MLEA shall require for the furnishing of electric service to the Applicant or to any other members and for the construction, operation, maintenance and relocation of electric facilities. Applicant shall execute and deliver to MLEA such specific written grants of easement as may be required by MLEA. Such grant and conveyance of easement right-of-way to MLEA shall be without any monetary compensation to Applicant.

MLEA shall be permitted to access Applicant's property for the purposes of maintaining infrastructure, changing meters, and taking meter readings.

(7) **Vegetation Management.** Applicant consents and agrees to allow MLEA, the right to trim or cut down and clear away trees and brush within any easement right-of-way associated with this Application. Additionally, MLEA may trim and clear away any trees on either side of the easement right-of-way which may be a hazard to the facilities installed within the easement right-of-way, provided that all trees which MLEA cuts, if valuable for timber or wood, shall be the property of Applicant. All brush and refuse shall be properly disposed of by MLEA. MLEA, may in its sole discretion, use herbicides for vegetation management purposes.

(8) **Yard Lights.** Applicant agrees to pay for any applicable yard lights pursuant to the most current rate tariff schedule.

For Office Use Only

Service Classification: New Service Existing Contract Temporary Enrollments _____

Bond Connect Fee

Deposit/Bond Amount: _____ Deposit Date Received: _____ Posted on SO: Deposit

YL Discussed: _____ Service Begin Date: _____

Account #: _____ Processed Date: _____ Processed By: _____