AKLAN ELECTRIC COOPERATIVE, INC. (AKELCO)

Lezo, Aklar

APPLICATION FOR MEMBERSHIP, ELECTRIC SERVICE AND RIGHT-OF-WAY AGREEMENT

The undersigned APPLICANT applies for membership and agrees to purchase electric energy from the AKLAN ELECTRIC COOPERATIVE, INC. (AKELCO) herein referred to as the COOPERATIVE, under the following terms and conditions, to wit;

- 1. The APPLICANT must pay to the COOPERATIVE the amount of FIVE PESOS (5.00) upon approval of this application as Membership Fee, Bill/energy Deposit and Cooperative Service Charge shall likewise be paid.
- 2. The applicant shall, when electric energy is available, purchase from the COOPERATIVE all electric energy used in the premises stated below.
- 3. The monthly power bills shall be paid on or before the due date indicated in his/her electric bill, Non-payment of electric bills within the due date will be a valid cause for disconnection. Disconnection shall be effected after the lapse of 48-Hour from the Notice of Disconnection. If reconnection is desired, regardless of the reason for disconnection, APPLICANT should pay the amount of Php ______. In the event of stoppage defect and failure of the kilowatt-hour meter to register the full amount of kilowatt hour consumed, the undersigned agrees to be billed for such period on an estimated consumption based on the three-month or six-month billing period.
- 4. The APPLICANT shall cause his premises to be wired with the standard wiring specifications in accordance with the Philippine Electrical Code and related local ordinances, to carry out the purpose of this application.
- 5. The provisions set forth in the Charter, by-laws, policies, rules and regulations that may be promulgated and adopted to by the COOPERATIVE from time to time shall be binding upon the APPLICANT.
- 6. The APPLICANT hereby grants to the COOPERATIVE the right-of-way without compensation over and across the land or parceis of land owned by the APPLICANT or of which he/she is the beneficial owner for the purpose of constructing the electric transmission/distribution lines and poles and its accessories and for the operation and maintenance thereon. Prospective consumers of the COOPERATIVE are likewise allowed to utilize the same as right-of-way provided prejudice is not caused to the owner.
- 7. The right-of-way granted by the APPLICANT to the COOPERATIVE extends to the premises necessary to reach the desired and established point of connection of the COOPERATIVE, unless the provision under paragraph 6 hereof applies.

- 8. The acceptance of this application shall constitute as an agreement/contract between the APPLICANT and the COOPERATIVE for electric service and shall commence from the date service is made available by the COOPERATIVE to the APPLICANT, until such time a written notice of cancellation is given by either party, except the RIGHT-OF-WAY granted by the APPLICANT, which is essential to the operation of the COOPERATIVE, its successors and assigns, which shall remain in full force and effect.
- 9. The APPLICANT must notify the COOPERATIVE of any increase, decrease, or modification of the connected load in the premises subject to the provisions of the Philippine Distribution Services and Open Access Rules (DSOAR) and/or Magna Carta for Residential Electricity Consumers particularly in the adjustment of bill/energy deposit.
- 10. The APPLICANT shall allow the employees and/or representative of the COOPERATIVE to enter the premises without being liable of trespass to dwelling, for the purpose of collecting payment of electric bills, disconnection of service, if no payment is rendered, inspecting, installing, reading, removing, testing, replacing or disposing its apparatus and property, and removing the entire property of the COOPERATIVE, in the event of termination of the contract and enforcement of Republic Act No. 7832 known as the Anti-Electricity Pilferage Act of 1994.
- 11. The APPLICANT shall pay for the cost of necessary repairs or replacement in case of loss or damage to property of the COOPERATIVE through misuse or negligence on the part of the APPLICANT, his employees or household members.
- 12. The COOPERATIVE shall not be held liable for the interruption of service due to causes beyond its control. Likewise, the COOPERATIVE reserves the right to discontinue service in case of nonsettlement of arrears in the bills, non-payment of adjusted bills or bill/energy deposits, and non-compliance with any of the terms and conditions of this contract.
- 13. That in case the COOPERATIVE will discover that the premises subject of this application had been previously occupied by member consumer whose kilowatt hour meter was apprehended or confiscated for cause, the COOPERATIVE shall have the right to deny this application, and if the kilowatt hour meter was already installed, to pull out the same within five (5) days after notice.

	Signature over Printed Name Date:	
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1	_ 2	
Official Receipts/Date for: Membership Fee		
Amount	<u>-</u>	
Cooperative Service Charge	<u>-</u>	
Amount		
Bill/Energy Deposit		
Amount	,	