



KERRVILLE PUBLIC UTILITY BOARD

Agreement for electric service

The undersigned (the "customer") hereby applies to the Kerrville Public Utility Board ("KPUB") for electric service at the address herein specified and agrees that such service shall be supplied and used in accordance with the terms and conditions of this agreement, as may be amended or revised from time to time, and KPUB's service regulations. Customer, co-signer, and other responsible parties jointly and severally agree to pay for such service pursuant to KPUB's rate schedule for the class of service supplied hereunder. KPUB's service regulations and rate schedule are both incorporated herein by reference and made a part hereof and are now on file with the City of Kerrville, Texas, the City of Ingram, Texas, and at the KPUB office.

CUSTOMER INFORMATION				Return completed app to custserv@kpub.com or by fax to us at 830.257.8078.	
(please print your information clearly):					
Name			Service start date		
Service address		SSN		Home phone	
Mailing address		DOB	Work phone		Cell phone
Address line two		DL #		Tax ID # (If commercial)	
City	State	Zip	Email		
SPOUSE, CO-APPLICANT, OR RESPONSIBLE PARTY (if commercial):					
Name		SSN	DOB	DL #	Phone
IF COMMERCIAL, SELECT WHICH TYPE OF ENTITY:					
Sole proprietorship (SSN) <input type="checkbox"/>		Limited Partnership <input type="checkbox"/>	Limited Liability Co. <input type="checkbox"/>	TX Corp. <input type="checkbox"/>	General partnership <input type="checkbox"/>
CO-SIGNER/GUARANTOR:					
Name		SSN		Home phone	Cell phone
Address		Account	DL #	DOB	

Co-signer/guarantor signature _____

NEW! KPUB CHANGE FOR CHARITY PROGRAM*	PARTICIPATION
The Kerrville Public Utility Board established a new Change for Charity program in response to the COVID-19 health crisis for residential customers struggling to pay their electric bills. Program funds are collected by "rounding up" the change on monthly bills to the next whole dollar. For example, if your bill is \$87.63, it would be rounded to \$88 even. The additional \$0.37 would be placed into the Change for Charity fund. Please select your program participation in the boxes provided.	Yes, I'd like to participate <input type="checkbox"/>
	No, please Opt me out <input type="checkbox"/>

**The KPUB Board of Trustees will evaluate the program's continuation when the City of Kerrville's emergency declaration is no longer in effect. If the KPUB Board of Trustees does choose to continue the program, any future program funds accumulated that are in excess of our community's need for electric bill assistance will be granted by a board-appointed committee to administer disbursements from the fund for charitable purposes in the KPUB service area.*

BILLING PREFERENCES	
PAPERLESS BILLING: KPUB believes in being good stewards of the Hill Country—today and for the future. Small things, like reducing mailbox clutter, can make a big difference in helping the environment. Sign up to receive your billing statements with the email you provided on your application above and eliminate the need for a paper bill to be mailed to you each month. Conserve paper by viewing online copies of your paper statement and download a PDF of your statement online.	Yes, I'd like paperless billing <input type="checkbox"/> No, I'd like a paper bill <input type="checkbox"/>
AUTOMATIC PAYMENTS: With KPUB's automatic payment program, you no longer have to worry about due dates or late fees since your payment is automatically deducted by either bank draft or your debit card/credit card.	I'd like to learn more about auto pay <input type="checkbox"/>

BY SIGNING BELOW, I AGREE TO THE FOLLOWING:

- If I am over 60 years old and want my account to be penalty exempt, I understand that a late reminder is still mailed, and the service will be disconnected if not paid by the date specified on the late notice.
- I give expressed consent to be contacted by KPUB using an automatic dialing telephone system, pre-recorded or artificial voice messages and/or text messages sent to any telephone number associated with my account, including wireless telephone numbers, which could result in charges to me. KPUB may also contact me via email using any email address I provide to KPUB.
- I agree to have KPUB acquire my credit report for identification verification purposes.

THIS AGREEMENT IS EXECUTED AND EFFECTIVE AS OF _____, 20____
Date

Customer's signature _____

Customer service representative's signature _____

Spouse, co-applicant or responsible party signature _____

Title of representative _____

SEE REVERSE SIDE FOR TERMS & CONDITIONS

All personal information on this account is to be kept confidential to the extent provided by law and in accordance with KPUB's privacy policy.

BELOW IS FOR KPUB OFFICE USE ONLY

KPUB representative	Connect date	Acct #	New account		\$.00
			New service		\$.00
Route	Sequence	Service order #	Temp service		\$.00
			Deposit	235050	\$.00
Rate code	Map location	Tax exempt	Y / N	Total amount	\$.00

AGREEMENT FOR KPUB ELECTRIC SERVICE TERMS & CONDITIONS

PAYMENTS & COMMUNICATION

Customer, cosigner, & other responsible party shall pay KPUB monthly for service rendered, at the rates & upon the terms & conditions of the KPUB service regulations & paid for pursuant to KPUB's rate schedule for the class of service supplied hereunder. KPUB's rate schedules & service regulations are both incorporated herein by reference & made a part hereof & are on file at KPUB's office & at the City of Kerrville. All references to KPUB's rate schedules & service regulations contained herein shall be to those then in effect.

The initial billing period hereunder shall start when customer begins using electric power & energy, or thirty (30) days after KPUB notifies customer in writing that such service is available hereunder, whichever shall occur first. Bills for utility service hereunder shall be due & payable at the office of KPUB, 2250 Memorial Blvd., Kerrville, Kerr County, Texas, monthly in accordance with the KPUB's rate schedules & service regulations. Customer, cosigner, & other responsible party agrees to pay for same as measured by KPUB's meter according to rate schedules of KPUB. Service under this agreement may be disconnected for nonpayment. If service is disconnected for nonpayment, a currently approved reconnect charge plus the account balance due will be collected by KPUB before electric service will be restored. In the case of discontinuance or termination prior to a contracted period, the customer, cosigner & other responsible party will owe KPUB not only the amount due for service hereunder, but as liquidated damages to KPUB & not as a penalty, a further sum equal to the minimum amounts guaranteed under KPUB's rate schedules then in effect.

Any communication between KPUB & customer & payments provided for herein to be given or made, may be given or made by mailing the same to KPUB's office & to customer at customer's address specified on the reverse side hereof or at such other addresses as either party may in writing hereafter indicate to the other as hereafter provided. It is the customer's responsibility to deliver current billing payments to the KPUB office before 5:00 P.M. on or before the due date as indicated on the billing statement. Any notice to be given or to be served upon any party hereto, in connection with this agreement, must be in writing, & may be given by certified or registered mail & shall be deemed to have been given & received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail, & if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to & received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses specified on the reverse side hereof. Either party may, at any time by giving five (5) days written notice to the other party, designate any other addresses in substitution of such addresses to which such notice, communication or payment shall be given.

EASEMENTS & SERVICE PROVIDED

Customer hereby grants KPUB right-of-way & easement necessary for service by KPUB hereunder, over, on or upon the land at the service address & adjoining land owned, leased, or controlled by customer including, upon the termination of this agreement for any reason the right to remove from such premises all meters & other property of KPUB. Customer agrees to permit authorized agents of KPUB free access to such premises of customer for the purpose of connecting, inspecting, testing, reading, repairing or removing the meter or other property of KPUB, & customer expressly agrees not to permit anyone other than authorized agents of KPUB to molest or otherwise tamper with property of KPUB or to remove its seals from same. KPUB shall have the right, but shall not be obligated, to inspect any installation before electric service is introduced, or at any later time, & reserves the right to reject any wiring or appliances not in accordance with KPUB's standards, but such inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances & shall not render KPUB liable for any loss or damage, resulting from defects in the installation, wiring or appliances or from violation of KPUB's rules & regulations, or from accidents which may occur upon customer's premises. KPUB makes no warranty that the electric service to be furnished hereunder is of merchantable quality or that the same can be used for any particular purpose & KPUB DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY & SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KPUB does not guarantee continuous service, & will not be liable for loss or damage caused by unavoidable accident, or causes which KPUB could not reasonably have foreseen & guarded against. The obligation of KPUB hereunder shall be suspended to the extent that KPUB is hindered or prevented from complying therewith, & KPUB shall not be responsible for any losses resulting

from labor disturbances or differences with workmen or employees, including strikes & lockouts, acts of God, fires, embargo, storms, accidents, federal, state, municipal or other governmental action, statutes, ordinances, regulations, by lack of or inability to obtain raw materials, labor, fuel or supplies, or interferences or any other contingency, circumstance or cause whatsoever beyond the control of KPUB. Customer hereby waives any existing and future claims and offsets against the sums or other payments due hereunder, and agrees to pay same and other amounts regardless of any offset for claim that may be asserted by customer. No delay or omission to exercise any right, power or remedy accruing to KPUB on any breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of KPUB of any provision or condition of this agreement must be in writing and shall be effective only to the extent set forth specifically in such writing. All remedies, either under this agreement or by law, or otherwise afforded to KPUB, shall be cumulative and not alternative.

All easements, contracts, customer contributions and fees, inspections, and other required items or transactions must be completed and submitted to KPUB before service can be provided. Applications requiring a line extension may require up to ninety (90) days to provide service. Generally, all requests are filled on a first come, first served basis. The point of delivery for electric service and the meter location shall be determined by KPUB. KPUB will issue a meter socket for permanent service to be installed by customer to KPUB specifications.

DEPOSITS

Customer hereby delivers to KPUB the deposit referenced herein as deposit to guarantee the payment of any and all indebtedness, including, without limitation, indebtedness for electricity and other service, which may be or become, due and payable to KPUB by customer. This deposit is made with the express understanding and agreement that KPUB is hereby given the right and privilege to use said sum of money in any way or manner it may desire while the same is on deposit, including without limitation the offset of the deposit against any sum or obligation payable to KPUB under this agreement. The deposit may be commingled with other funds of KPUB and will be held with interest accruing on the balance. Upon termination of this agreement, the deposit and any interest accrued will be returned to customer less all offsets and sums payable to KPUB.

In the event customer has paid bills for twelve (12) (24 for commercial accounts) consecutive months without having service disconnected for non-payment or without having more than two occasions in which a bill was delinquent, the deposit & any interest accrued shall be applied to the customer's account.

DEFAULT

On the happening of any default or failure to comply with or meet any KPUB service policy by customer, KPUB may without notice or demand terminate service and pursue any remedy or combination of remedies, at law or in equity, available to KPUB.

AGREEMENT

This agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein, by other written agreement, or by change of the KPUB rates and tariffs. If any provision herein is for any reason held to be illegal, unenforceable or invalid in any respect, it shall be considered deleted here from and shall not affect or invalidate the provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter, and vice versa.

This agreement is not assignable by customer except by written consent of KPUB. This agreement is performable in Kerr County, Texas. Venue of any litigation arising hereunder shall be in Kerr County, Texas. In the event of any action filed in relation to this agreement, customer, in addition to all other sums that customer may be called on to pay, will pay to KPUB a reasonable sum for KPUB's attorneys' fees and expenses incurred in connection therewith. This agreement shall become effective on the date of execution and acceptance by KPUB, and shall continue thereafter until terminated, as herein provided or by customer, provided that such termination shall not release or terminate any obligation payable on or prior to termination.