



# Agreement For Electric Service

Return completed application along with a copy of a primary government issued ID to:  
 custserv@kpub.com OR by fax to: 830.257.8078.

## CUSTOMER INFORMATION (please print your information clearly)

Name			Service Start Date	
Service Address		SSN	DOB	
Mailing Address		Home Phone	DL#	
Address Line Two		Work Phone	Cell Phone	
City	State	Zip	Email	

## CO-APPLICANT

Name			SSN		DOB	
Address			DL#		Acct #	
City	State	Zip	Home Phone		Cell Phone	

## IF COMMERCIAL, COMPLETE THIS INFORMATION

DBA or Company Name			Tax ID or EIN#		
Sole Proprietorship (SSN)	Limited Partnership	Limited Liability Co.	TX Corp.	General Partnership	

## KPUB CHANGE FOR CHARITY "BILL ROUND UP" PROGRAM

KPUB's Change for Charity Program offers you the chance to help your neighbors in need that are struggling to pay their electric bills. The program works by rounding up your monthly bill to the nearest dollar. For example, if your bill is \$87.63, it's rounded up to \$88, with the extra \$0.37 going directly into program fund. Please select your program participation using the options provided.	Yes, I'd like to participate
	No, please opt me out

## BILLING & PAYMENT PREFERENCES

<b>PAPERLESS E-BILLING:</b> Sign up to receive electronic bill copies by email. <b>\$You will also receive a one-time \$5 bill credit when you enroll in paperless e-billing!</b>	Yes, sign me up for paperless e-billing				
<b>AUTOMATIC PAYMENTS:</b> With KPUB's automatic payment program, your payment is automatically deducted by either bank draft or your debit card/credit card. <b>\$You will also receive a one-time \$5 bill credit when you sign up!</b>	I'd like to learn more about auto pay				
<b>BILLING CYCLE PREFERENCE:</b> Your KPUB bill is due on a Friday each month, & the due date will vary depending upon what cycle you fall under.	<table border="1"> <tr> <td>Cycle 1</td> <td>Cycle 2</td> <td>Cycle 3</td> <td>Cycle 4</td> </tr> </table>	Cycle 1	Cycle 2	Cycle 3	Cycle 4
Cycle 1	Cycle 2	Cycle 3	Cycle 4		

## BY SIGNING BELOW, I AGREE TO THE FOLLOWING

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 and rate schedules, which are incorporated herein by reference. 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 express consent to be contacted by KPUB using an automatic dialing telephone system, pre-recorded or artificial voice message 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 DATE: \_\_\_\_\_, 20\_\_\_\_

Customer's Signature **X** \_\_\_\_\_

If commercial account, print name & title \_\_\_\_\_

Co-Applicant Signature **X** \_\_\_\_\_

**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 Rep	Account #			Tax Exempt	Yes	No
New Account	New Service	Temp Service	Deposit	Total Amount		
\$	\$	\$	\$	\$		

## AGREEMENT FOR KPUB ELECTRIC SERVICE TERMS & CONDITIONS

### PAYMENTS and COMMUNICATION

Customer, cosigner, and other responsible parties shall pay KPUB monthly for service pursuant to the terms and conditions of KPUB's service regulations and rate schedule (both of which are made a part of this agreement by reference and are available on KPUB's website at [kpub.com](http://kpub.com)).

Customer, cosigner, and other responsible party agree to pay for service as measured by KPUB's meter. Customer's billing period shall start when Customer begins using electric power or 30 days after KPUB notifies Customer in writing that service is available, whichever shall occur first. Bills for service are due and payable monthly at KPUB's office at 2250 Memorial Blvd., Kerrville, Texas, or via KPUB's Smarthub online payment system. Service under this agreement may be disconnected for nonpayment. If service is disconnected for nonpayment, Customer must pay a reconnect charge plus the account balance due to restore service.

Customer is responsible for delivering current payments to the KPUB office or making online payments before 5:00 P.M. on the due date as indicated on the billing statement. All notices given to any party in connection with this agreement must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties at the addresses specified on the reverse side. Either party may, at any time by giving 5-day written notice to the other party, designate another address to which notice, communication, or payment shall be given.

### EASEMENTS and SERVICE PROVIDED

Customer hereby grants KPUB a right-of-way and an easement necessary for KPUB to provide and maintain service under, over, on, or upon the service address property and adjoining land owned, leased, or controlled by Customer including, upon the termination of this agreement for any reason, the right to remove KPUB's property from the premises. Customer agrees to permit authorized agents of KPUB free access to the premises to connect, inspect, test, read, repair, or remove KPUB's property.

Customer shall not permit anyone other than authorized KPUB agents to repair, remove, or tamper with KPUB's property. KPUB shall have the right, but shall not be obligated, to inspect the installation before electric service is provided and continually thereafter. KPUB has the right to reject any wiring or appliances not in accordance with KPUB's standards, but KPUB's inspection or failure to inspect or reject is not insurance against defects in installation, wiring, or appliances and does not render KPUB liable for any loss or damage resulting from (a) defects in the installation, wiring, or appliances, (b) violation of KPUB's rules and regulations, or (c) from accidents that may occur upon Customer's premises. KPUB makes no warranty that the electric service to be furnished is of merchantable quality or that the same can be used for any particular purpose. KPUB DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY and SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KPUB does not guarantee continuous service and will not be liable for loss or damage caused by unavoidable accident or causes that KPUB could not reasonably have foreseen. KPUB's obligations under this agreement shall be suspended to the extent that KPUB is hindered or prevented from performance, and KPUB shall not be responsible for any losses resulting from labor disturbances (including strikes and lockouts), acts of God, fires, embargo, storms, accidents, pandemics, 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 waives any existing and future claims and offsets against the sums or other payments due under this agreement, and agrees to pay regardless of any offset or claim asserted by Customer. No delay or omission to exercise any right, power, or remedy accruing to KPUB on any breach or default, or any waiver of any single breach or default, shall be deemed a waiver of any other breach or default occurring thereafter. 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 writing. All remedies, either under this agreement or by law, or otherwise afforded to KPUB, shall be cumulative and not alternative.

All required documentation must be completed and submitted to KPUB before service can be provided. Applications requiring a line extension may require up to 90 days to provide service. Generally, all requests are filled on a first come, first served basis. The point of delivery for service and the meter location shall be determined by KPUB.

### DEPOSITS

Customer hereby delivers to KPUB the referenced deposit to guarantee payment of all indebtedness under this agreement. KPUB may use the deposit in any manner, including the offset of any sum payable to KPUB under this agreement. The deposit may be commingled with other KPUB funds and will be held with interest accruing on the balance. Upon termination of this agreement, KPUB shall return the deposit and any interest accrued to Customer, less all sums payable to KPUB.

In the event Customer pays bills for 12 consecutive months (24 for commercial accounts) without service disconnection for non-payment or more than two delinquent payments, KPUB shall apply the deposit and any interest to Customer's account.

### DEFAULT

On Customer's default or failure to comply with this agreement, including KPUB's service policy and regulations, 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 is the entire agreement between the parties. It may not be modified or terminated by written agreement, or by change of KPUB rates and tariffs. If any provision is held to be illegal, unenforceable, or invalid in any respect, it shall be considered deleted and shall not invalidate the agreement. The agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural.

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 relating to this agreement, Customer, in addition to all other sums that customer may be called on to pay, will pay KPUB's reasonable attorney fees and expenses. This agreement shall become effective on the date of execution and acceptance by KPUB, and shall continue thereafter until terminated under the terms of this agreement.