

## AGREEMENT FOR PREPAID ELECTRIC SERVICE

This Agreement for Prepaid Electric Service (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_ (“Customer”) and Utilities District of Western Indiana REMC (“REMC”).

### WITNESSETH:

**WHEREAS**, the REMC is a Rural Electric Membership Cooperative supplying electric service to customers in Clay, Daviess, Greene, Knox, Lawrence, Martin, Monroe, Owen, Putnam, Sullivan, and Vigo Counties; and

**WHEREAS**, the REMC offers prepaid electric service to its member customers (the “REMC’s Prepaid Plan”) pursuant to the REMC’s Bylaws, Rules of Service, Policies, and this Agreement, and the Customer wishes to receive prepaid service from the REMC subject to the REMC’s Bylaws, Rules of Service, Policies, and this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein the Customer and the REMC agree as follow:

#### **1. Incorporation.**

REMC and Customer agree that to the extent the Bylaws, Rules of Service, Policies, or conflict with the terms of this Agreement, the terms of the Bylaws shall control, followed by the Rules of Service, followed by the Policies, followed by the terms of this Agreement.

#### **2. Character of Service Pursuant to Prepaid Plan.**

A. No monthly bill. Customer is required to submit payments for service as their account balance(s) decline(s), and Customer will not receive a monthly bill. REMC and Customer agree that it is Customer’s obligation to be aware of Customer’s account balance(s). Customer’s daily balance and account history (usage, charges and payments) will be available via the internet at [www.udwiremc.com](http://www.udwiremc.com). This website will also allow Customer to modify Customer’s notification settings. Customer and REMC agree that Customer is solely responsible for managing and updating the notification settings with respect to Customer’s prepaid account. Customer hereby acknowledges that if Customer fails to keep Customer’s contact information current, Customer will not receive notifications, and Customer’s service may be disconnected.

B. Prepaid Service. The REMC’s Prepaid Plan is only available on accounts with standard meters up to 200 amp service. The REMC’s Prepaid Plan is not available for 320 or 400 amp, instrument rated, or meters that are not self-contained.

C. Customers that are maintaining electric service for the benefit of any person or persons (including, without limitation, any person or persons with medical condition(s) requiring electric service to operate medical equipment needed for their health and wellbeing) that currently are, or will be, residing at the Customer’s service location (“Maintaining Service for Medical Needs”) shall not be eligible to receive electric service under the REMC’s Prepaid Plan. Customer is responsible for immediately notifying the REMC if Customer’s eligibility to receive service pursuant to

the REMC's Prepaid Plan changes due to a change in Customer's status as Maintaining Service for Medical Needs. Customer acknowledges that the REMC, without notification by Customer, shall not be deemed to have knowledge of whether Customer is Maintaining Service for Medical Needs.

D. Application of Existing Deposits. If Customer has an existing account that Customer is converting to a prepaid account and Customer has any deposit with the REMC, Customer hereby agrees that the REMC shall hold Customer's deposit and apply the same toward any outstanding balance, crediting the balance to Customer's account for future energy use.

E. Disconnection. (Does not apply to accounts on Debt Management – Refer to Prepaid Debt Management Contract) Customer and REMC agree that Customer's electric service may be subject to immediate disconnection if at any time Customer's account does not have a credit balance, subject to Ind. Code § 8-1-2-121 regarding certain winter disconnects. In the event that Customer's account is disconnected for obtaining a zero balance and the Customer desires to be reconnected, Customer will be required to pay to the REMC any usage charges and a minimum set-up balance of \$10.00, which amount shall be credited to the Customer's account for future energy usage.

F. If a returned check or a charge-back is received on the account the amount of the return, and the return item fee, will be charged back to the Customer's account immediately. If this causes a credit on the Customer's account to be exhausted, service will be disconnected if credit balance is not obtained by 8:30a.m. on the next business day.

G. Pledges will not be accepted to keep electricity on. Any energy assistance or Trustee monies will be applied to the prepaid account once payment is received.

### **3. Base Connect and Facilities Charge.**

The Base Connect Facilities Charge under the REMC's current Residential Tariff, as amended from time-to-time, will be applied to Customer's account and will be prorated and applied to Customer's account on a daily basis.

### **4. Payments to the REMC.**

Customer may make payments at the office, by mail, via the UDWI REMC automated telephone system, and on-line via the [www.udwiremc.com](http://www.udwiremc.com) website.

### **5. Conversion to Traditional Account.**

If at any time, Customer desires to convert Customer's prepaid account into a traditional billed account, a deposit will be required by the REMC, and any amount in debt recovery must be paid in full.

### **6. Final Billing Upon Disconnection.**

Service terminated at the request of the Customer will receive a refund of any remaining credit on the account. The REMC will mail a check to the last known address on file. If an account is disconnected for nonpayment and does not become active after seven (7) days, the account will be considered inactive. If Customer requests service be reconnected as a prepaid electric account after becoming inactive, Customer will need to contact the REMC during regular business hours and will be required to pay any applicable fees to reinstate service such as, but not limited to, a membership fee, reconnection fee, all usage charges, and the minimum set-up amount.

**7. CUSTOMER AFFIRMATION – READ CAREFULLY.**

Customer understands and acknowledges that the REMC's Prepaid Plan is a prepaid metering plan, and, as a participant of the REMC's Prepaid Plan, the Customer is required to keep enough funds available in the Customer's account(s), at all times, to cover the Customer's usage of electric service or the Customer's electric service may be subject to immediate interruption of service and disconnection. Customer understands and acknowledges that Customer will not receive regular monthly bills or termination notices from the REMC. It is Customer's obligation to know and determine the amount of funds available for the Customer's REMC prepaid account at any point in time. Information about the Customer's prepaid account, including history, usage, charges, and payments, will be available by internet or by telephone from an interactive voice response system ("IVR"). Customer may notify or change notification settings for Customer's REMC prepaid account on the [www.udwiremc.com](http://www.udwiremc.com) website. Customer understands and acknowledges that it is Customer's obligation to manage and update the notification settings on Customer's prepaid account. Customer further agrees that Customer's participation in the REMC's Prepaid Plan is voluntary, and Customer may convert Customer's prepaid account to a traditional electric service account at any time, but Customer will be required to make a deposit and will be required to make full payment of any outstanding balances in order to convert Customer's account. Customer further understands and acknowledges that Utilities District of Western Indiana REMC is providing the prepaid account to Customer at Customer's request. Customer agrees to indemnify and hold harmless Utilities District of Western Indiana REMC, its officers, directors, employees and agents, for and against any and all losses or damages, be they real or consequential, including death, resulting from Customer's participation in the REMC's Prepaid Plan or resulting from electric service interruption. Customer understands and acknowledges that there are medical risks associated with Utilities District of Western Indiana REMC's Prepaid Plan due to potential immediate interruption of electric service, and Customer recognizes that Customer is solely responsible for maintaining uninterrupted electric service for the benefit of any person or persons (including, without limitation, any person or persons with medical condition(s) requiring electric service to operate medical equipment needed for their health and wellbeing that currently are, or will be, residing at Customer's location, and Customer agrees to indemnify and hold harmless Utilities District of Western Indiana REMC and its directors, officers, employees, and agents for and against any and all loss, damage, injury and/or death proximately caused by interruption or disconnection of electric service at Customer's location. Customer represents to Utilities District of Western Indiana REMC that there is no person or persons currently residing with Customer at Customer's service location that will be subject to the prepaid account that require uninterrupted electric service for their benefit, including, but not limited to, any person or persons with a medical condition requiring electric service to operate medical equipment needed for their health and wellbeing and further represents that Customer will immediately notify Utilities District of Western Indiana REMC if this representation changes at any point while Customer is receiving service under Utilities District of Western Indiana REMC's Prepaid Plan. Customer further represents that Customer understands the difference between the Utilities District of Western Indiana REMC's Prepaid Plan and traditional (post-paid) service and certifies that Customer has read this Agreement, or has had it read to Customer, and understands these rules. Customer agrees to abide by these rules and all service rules and regulations of Utilities District of Western Indiana REMC. Customer, of Customer's own free will and accord, does hereby request that Utilities District of Western Indiana REMC establish a prepaid electric service account in Customer's name at the service location below.

Further, Customer agrees that Customer shall receive notifications by the method(s) and at the addresses or numbers below.

Customer Printed Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

E-mail notification ( Yes or No )      E-mail \_\_\_\_\_

Text ( Yes or No )      Number \_\_\_\_\_

Provider Name \_\_\_\_\_  
(AT&T, Verizon, Sprint, Nextel, T-Mobile)

You will receive the following notifications by the method(s) provided above:

Returned Check Alert	X
Payment Confirmation	X
Service Disconnected	X
Low Balance Threshold Reached (\$20.00)	X
Balance and Usage	X
Pending Auto Disconnect	X

UDWI REMC Representative: \_\_\_\_\_

Debt Management

UDWI REMC Phone # 800-489-7362

[www.udwiremc.com](http://www.udwiremc.com)