

APPLICATION FOR COMMUNICATION SERVICE AND MEMBERSHIP

The undersigned (hereinafter called the “Applicant”), hereby applies for communication service and membership with Eastern Slope Rural Telephone Association (hereinafter called the “Telephone Association”), upon the following terms and conditions.

1. The Applicant will pay the Installation Charge, Construction Charge, or the Activation Charge, if applicable, on signing this application for Telecommunication service.
2. The Applicant will, when communication service becomes available, take from the Telephone Association all telecommunication service to be used on the premises for which application is made and will pay therefore approved monthly rates to be determined from time to time by the Directors of the Telephone Association.
3. The Applicant will grant to the Telephone Association a right-of-way easement to construct, operate and maintain a telecommunication line or system on land owned by Applicant as necessary to extend facilities to the residence or business of the applicant.
4. The Applicant will comply with and be subject to all the Terms and Conditions contained in the Articles of Incorporation and By Laws of the Telephone Association as they may be amended from time to time.
5. In order that capital credits, which have been ordered retired, may be paid over in a prompt orderly fashion, it is understood and agreed that it is essential that the Telephone Association be kept informed of any change of address of those entitled to receive capital credits. If the Telephone Association not be kept so informed by Applicant, or heir, successor or assign, then it is agreed that any of Applicant's capital credits remaining unpaid because the whereabouts of the Applicant or the person entitled to claim the same are unknown to the Telephone Association on the fourth anniversary of the day said capital credits were ordered retired, shall be conclusively deemed to have been surrendered and contributed to the Telephone Association to be kept by and invested or expended by the Telephone Association for any lawful purpose.
6. The acceptance of this application by the Telephone Association shall constitute an agreement between the Applicant and the Telephone Association, and shall continue in force for 30 days from the date service is made available by the Telephone Association to the Applicant, and thereafter until service is permanently discontinued by either party.
7. Each Member of the Telephone Association, or in case of a Joint Membership, the Joint Members, or either of them, but not both, shall be entitled to one (1) vote and no more upon matters submitted to a vote at all meetings of the Members. No Members may hold more than (1) Membership.
8. Membership is not transferable except as provided by the By Laws of the Telephone Association. Membership shall terminate upon the withdrawal, death, cessation of service by the Members, cessation of existence or expulsion of a Member, all as provided in the ByLaws of the Telephone Association.
9. Capital credits reflect each Member's ownership in the cooperative. As a non-profit, ESRTA allocates its annual operating margins to the members in the form of capital credits, in proportion to the services purchased. Capital credit allocations are not cash until such time as the Board of Directors chooses to retire them. When the financial condition of the Cooperative permits and upon approval of the Board of Directors, a portion of these credits is allocated to eligible Members in the form of a check. Should the check be \$600 or over, Members will then receive a 1099 from the coop the following year.