



Terms & Conditions

The undersigned (hereinafter called "Applicant") hereby applies for membership in and agrees to purchase electric energy from Garkane Energy Cooperative, Inc. (hereinafter called the "Cooperative") upon the following terms and conditions:

1. Applicant will comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative.
2. Applicant assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his/her private property is exempt from execution for any such debts or liabilities.
3. Applicant understands and agrees that he will not become a Member of the Cooperative unless and until this application is expressly accepted by the Board of Directors.
4. Applicant agrees to make all payments to the Cooperative at one of its Business Offices or at such other location as designated by the Cooperative. If legal suit is commenced to collect amounts due the Cooperative, Applicant agrees and acknowledges that such action may be filed, at the option of the Cooperative, in any county in which services were received by Applicant with all costs incurred in collecting the same including court costs and attorney fees to be paid by Applicant.
5. Consistent with the Cooperatives Bylaws, Applicant, as property owner, hereby grants to the Cooperative rights-of-way to place, construct, operate, maintain and replace power lines and equipment associated with the provision of electricity, and to cut and trim trees and shrubbery to keep them clear of power lines, consistent with prudent utility practice, including the excavation, replacement, and repair of underground facilities.
6. Applicant hereby grants the Cooperative authority to communicate timely information about service interruptions, outage restoration efforts, and other account notices through text by phone, email, and other communication channels.
7. There is a \$50 account setup fee, which will be billed on your first statement.
8. A security deposit will be required in the amount of \$170, or an estimate of three months service, whichever is greater for a residential service.
- 9. When a portion of a dwelling is used regularly for business, professional or gainful purposes, the premises will classified non-residential and the appropriate schedule applied. If the application is in a commercial name and the member requests residential service, the state tax commission requires proof of residential occupancy (building permit or tax notice will suffice).**

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