

# SURRY-YADKIN ELECTRIC MEMBERSHIP CORPORATION



## TERMS AND CONDITIONS OF SERVICE

Name: \_\_\_\_\_ Account #: \_\_\_\_\_

### **New Members:**

New members electing to enroll in EZ Power must complete a membership application if an application is not currently on file, and pay the standard \$25.00 residential manual connection or a \$10.00 transfer fee plus make a minimum \$25.00 initial energy purchase.

### **Existing Members:**

Existing members opting to convert their accounts to EZ Power prepaid accounts will have any existing deposits applied to their account balances or to their EZ Power accounts. The account must be paid in full before the account may be converted to an EZ Power account. If the member's account is not paid in full prior to converting to an EZ Power account, the member may be eligible to participate in the debt recovery program. Existing members with account balances of \$300.00 or less are eligible to participate in the debt recovery program. Fifty percent (50%) of each payment made on the member's EZ Power account will be applied to the debt until the balance is paid in full.

### **Security Deposits, Late Fees and Collection Fees:**

As an EZ Power member, the normal security deposit for a residential account is not required. EZ Power accounts are also not subject to normal residential account late fees or collection related fees.

### **Billing:**

EZ Power accounts will be charged a monthly facility charge of \$1.12 per day, plus energy and any relevant monthly service charges associated with the account.

Once an EZ Power account is established, members will no longer receive a paper billing statement through the mail. All relevant usage and account balance information can be accessed via the smarhub<sup>®</sup> account at [www.syemc.com](http://www.syemc.com) or smarhub<sup>®</sup> app, or by calling or visiting the Cooperative's office during business hours.

**Arrangements:**

An EZ Power member is not eligible for payment arrangements, budget billing or bank draft. Energy assistance pledges and/or payments will be applied to the account when the payment is received.

**Account Balance:**

EZ Power account balances are calculated daily. The Cooperative will attempt to notify members of low balances via email; however, the member is solely responsible for ensuring a credit balance on the account exists to avoid any disruption of service. Members are encouraged to register for a smarthub<sup>®</sup> online account through SYEMC's website ([www.syemc.com](http://www.syemc.com)) in order to view daily usage data under the "My Usage" tab and to review payment and balance activity. An EZ Power account will be subject to disconnection any time the account does not have a credit balance, including during severe weather conditions. Any returned payments received on the account will be charged to the account immediately. If this causes the credit balance to be exhausted, service will be disconnected on the same business day.

**Payments:**

Payments must be made in amounts no less than \$25.00 and can be made at SYEMC's office during normal business hours, at the 24-hour kiosk located at SYEMC's office drive-thru, on SYEMC's website at [www.syemc.com](http://www.syemc.com), by phone at (888)-223-2059, or via the smarthub<sup>®</sup> website or app. Cash payments should never be sent to SYEMC through the mail. There are no transaction fees associated with payments on an EZ Power account.

**Tampering:**

Any tampering-related activities will subject the account to immediate disconnection. Any relevant tampering fees, including statutory fees to the maximum extent allowed by law and applicable service fees, must be paid before service will be reconnected. Meter tampering will be prosecuted under N.C. Gen Stat. § 14-151.

**Inactive accounts:**

An EZ Power account will be considered inactive after the account has been disconnected for seven (7) days. If the EZ Power member fails to purchase enough energy to bring the account to a positive credit balance during this time, the member will be mailed a final bill to the address on file. If the member decides to have the EZ Power account reconnected after seven (7) days, he/she will need to call or visit SYEMC's office during business hours. The member will be charged a daily fee for each day the member's account was disconnected or a reconnection fee of \$10.00, whichever is greater.

**Disconnection and Reconnection:**

EZ Power accounts are subject to disconnection any time the account does not have a positive credit balance. EZ Power accounts must have a minimum credit balance of \$25.00 to be reconnected. EZ Power accounts will normally be reconnected automatically upon receipt of sufficient payment. Payment for reconnection can be made at SYEMC's office during normal

business hours, at the 24-hour kiosk located at SYEMC's office drive-thru, on SYEMC's website at [www.syemc.com](http://www.syemc.com), by phone at (888)-223-2059, or via the smarhub<sup>®</sup> website or app.

**Conversion to Post-paid Billing:**

A member may elect to convert an EZ Power account to a post-paid billing account at any time. If conversion is desired, the Cooperative may require full payment of a deposit as a condition of continued service. The deposit will be based on the total of two times the highest bill at the service location during the preceding 12 months of active service and on the member's credit score.

**Termination of Service and Final Billing:**

A full settlement will be made when participation in the EZ Power account ends. The member will be sent a final bill. Service terminated at the member's request will receive a full refund of any remaining credit balance on the account. Please allow four (4) weeks to process the refund.

**Indemnification:**

Notwithstanding any other provision of this agreement, the EZ Power account member shall assume all liability for and shall indemnify Surry-Yadkin Electric Membership Corporation and its members, directors, officers, managers, employees, agents, representatives, affiliates, successors, and assigns for – and shall hold them harmless from – any and all claims, losses, costs and expenses of any kind or nature to the extent they relate to the EZ Power account, disconnection of the EZ Power account and interruption of service to the EZ Power account including, but not limited to:

Personal injury or death;

Property damage;

Damages for financial or monetary losses allegedly due to disconnection of electric service, interruption of electric service or restoration of electric service to the EZ Power account;

Inconvenience or discomfort from disconnection of electric service, interruption of electric service or restoration of electric service to the EZ Power account;

Health problems alleged to be related to disconnection of electric service, interruption of electric service or restoration of electric service to the EZ Power account;

- Costs, expenses, or attorney fees incurred for a claim or lawsuit relating to disconnection of electric service, interruption of electric service or restoration of electric service to the EZ Power account;
- Any and all obligations asserted by or on behalf of third parties arising out of or resulting from the EZ Power account;

- Any and all property damage, personal injury or death related to the restoration of electric service to the EZ Power account after a period of disconnection;
- Any consequential damages related to the EZ Power account.

Member specifically assumes responsibility for the safety of all electrical appliances and operating systems on the member's side of the meter, such as stoves, heaters, heating systems, computers, irons, hair dryers, etc., which had been operating at the time of disconnection and which may then be re-energized at time of reconnection. Member indemnifies SYEMC from any damages whatsoever (personal injury, property damages, business losses, consequential damages, third party damages) related to restoration of electric service to the EZ Power account.

**Contacting the Cooperative:**

Members should call (336)-356-8241 or (800)-682-5903, or visit our office between 8:00 am and 5:00 pm for any questions concerning the EZ Power account.

NOTE: Surry-Yadkin Electric reserves the right to modify these Terms and Conditions at any time and without prior notification.

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Member's Signature: Date

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**Debt Recovery Plan Agreement, if Applicable**

Debt Plan Recovery Requested:     Yes     No    If yes, Amount \$ \_\_\_\_\_

Note: Fifty percent (50%) of all future payments will be applied to the outstanding debt until paid in full.

**All low balance notifications will be delivered to the email address provided below.**

Personal Email Address \_\_\_\_\_

\_\_\_\_\_

EZ Power Applicant's/Member's Signature Date

\_\_\_\_\_

SYEMC Representative Date