

# APPLICATION FOR MEMBERSHIP AND THE TELECOMMUNICATION SERVICE

Name: \_\_\_\_\_ Membership No. \_\_\_\_\_ Exchange: \_\_\_\_\_

The undersigned (hereinafter call the "Applicant"), hereby applies for membership in WABASH TELEPHONE COOPERATIVE, INC. (Hereinafter called the "Cooperative"), for the purpose of furnishing telephone and/or other communication service upon the following terms and conditions.

The Applicant will pay the amount of \$ \_\_\_\_\_ upon signing the application which shall constitute the membership fee. The exact amount of said membership fee payment to be paid by the Applicant is a prerequisite to membership in the Cooperative as set forth in the Article of Incorporation and bylaws of the Cooperative.

The Applicant will grant to the Cooperative a right-of-way easement to construct, operate and maintain a telecommunication line, cable, or system on the Applicant's land described below or at the address indicated below and in or upon all streets, roads or highways abutting said land. Such easement shall be granted for the purpose of serving the Applicant or other members of the Cooperative when such easement is necessary to provide telecommunication services in the safest, most efficient and economical way possible. If the telecommunication facilities are constructed underground, the Cooperative may record such easement to protect it for the future benefit of its members. Said easement shall be a covenant running with the land, unless other arrangements are agreed upon by the Cooperative and the Applicant.

The Applicant will take from the Cooperative telecommunication services to be used in the premises described below and will pay therefore monthly at rates to be determined from time to time in accord with applicable tariffs and the bylaws of the Cooperative. The Applicant will also pay to the Cooperative all just and proper charges accruing to long distance carriers who employ the services of the Cooperative for billing and collecting purposes. It is expressly understood that all amounts paid by the Applicant in excess of operating costs and expenses of the Cooperative and in excess of funds remitted to other carriers by virtue of traffic agreements and furnished by the Applicant as equity capital in the Cooperative from the moment of receipt of such amounts. The Applicant shall be credited with the capital so furnished as provided for in the bylaws. The Applicant all supports all efforts of the Cooperative to obtain refunds of certain taxes levied on the charges for telecommunication services when the assessments made by the Cooperative reflect both a charge for telecommunication services and contributions to the Applicant's equity capital. Any refunds of taxes shall either by added to the Applicant's individual capital credit amount of paid to the Applicant as a service credit in the time frame obtained.

The Applicant will comply with and be bound by the provisions of the charter and bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the board of management of the Cooperative for the common objective of better and more economical telecommunication services to the membership.

The Applicant acknowledges that Wabash Independent Networks, Inc. (WIN) is a subsidiary of Wabash Telephone Cooperative, Inc. (WTCI) and grants permission for WTCI and WIN to coordinate the service that each company provides, including, but not limited to, permission to credit one company's customer credit refunds toward outstanding balances in either of the two companies.

The Applicant, by becoming a member, assumes no personal liability or responsibility for any and all debts of liabilities of the Cooperative, and it is expressly understood that Applicant's private property is exempt from execution for any such debts or liabilities. The telecommunication services obligation of the Cooperative is limited to those facilities installed, owned and maintained by the Cooperative. The extent of liability for services rendered over such facilities is contained in the applicable tariffs published by the Cooperative.

**COSTS AND COLLECTION:** In the event of non-payment by the Member to the Cooperative of any amounts due the Cooperative, except where prohibited by law, the Member promises to pay all costs of collection, including but not limited to, reasonable attorney's fees, filing fees, service fees or recording fees, paid or incurred by the Cooperative on account of such collection, whether or not suit is filed with respect thereto.

The acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative and shall continue in force until cancelled by written or oral notice given by either party to the other.

Date \_\_\_\_\_ Signature of Applicant \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_

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\*Husband and wife should both sign if this is a joint application. Witnessed By: \_\_\_\_\_

Type of Service:  Business  Residential County of Service: \_\_\_\_\_ within City Limits: Y  N

911 or Physical Address: \_\_\_\_\_  
Address/City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Address/City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Applicant desires service as follows: Business  Residence   
Racial/Ethnic Group  
 White (not of Hispanic origin)  American Indian or Alaskan Native  
 Black (not of Hispanic origin)  Asian or Pacific Islander

This application is accepted by the board: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature and Title)