



ENTITY MEMBERSHIP APPLICATION

SERVICE ADDRESS INFORMATION*

Service Address 7966 37th Ave SE
City/Town Wishek Zip Code 58495
Quarter SW 1/4 Section 8 Township 132N Range 71W
Service Map Location _____ Renter or Owner _____
*For Internal Use Only

APPLICANT INFORMATION

Full Entity Name Badger Wind, LLC Tax ID No. [REDACTED]
Individual(s) authorized to take action on account Jon Langford, Tommy Gage

APPLICANT CONTACT INFORMATION

Business Phone +1(501) 900-1853, +1(325) 725-2709 Cell Phone _____
Email Address jonln@orsted.com, tomga@orsted.com
Mailing Address 401 N Michigan Ave, Suite 501, Chicago, IL 60611

By signing this document, you agree that, on behalf of the Entity, you hereby acknowledge receipt of the Terms of Service and that the Entity, along with its authorized individuals, agrees to be bound by the Terms of Service as they are currently in effect and as may be modified from time to time.

Printed Name Jake Woolard Signature Jake Woolard
Title Project Manager Date 6-24-25

KEM8
PU-25-261

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KEM Exhibit 8 - KEM Entity Membership Application
Dated 06-24-25 With Terms of Service

KEM Electric Coop Inc. **KEM0126**

TERMS OF SERVICE

The undersigned ("Applicant", "You" or "Your") hereby applies for membership and electric service ("Service"), and agrees to purchase electric energy from the KEM Electric Cooperative, Inc. ("Cooperative"), upon the following terms and conditions:

REPRESENTATIONS

Applicant signing this Application represents that:

1. If one individual is listed as Applicant, then You are the listed individual.
2. If more than one individual is listed as Applicant, then: (a) You are one of the listed individuals; (b) You are authorized to agree to these Terms of Service for the other listed individuals; and (c) the listed individuals are applying to become joint members of Cooperative.
3. If an entity is listed as Applicant, then You are authorized to agree to these Terms of Service for the Applicant.
4. You lawfully own, control, or occupy the Property at each Service Location; including the land underlying each Service Location.
5. You represent that all Property at each Service Location complies with: (a) all building, zoning, and similar regulations necessary to lawfully use Service; (b) all safety, health, and similar regulations necessary to safely use Service; and (c) all operating, engineering, and similar regulations necessary to safely, efficiently, and reliably use Service and necessary for Cooperative to safely, efficiently, and reliably provide Service to You and other persons.

CONSENTS

In applying to become, and in remaining, a member of Cooperative:

1. **Membership.** You consent to being a member of the Cooperative.
2. **Electronic Records, Signature, and Transaction.** If You own, control, or have reasonable access to the hardware, software and service required to use, accept, access, and retain electronic records and signatures, and to conduct transactions electronically, then as requested by Cooperative, You consent to using or accepting electronic records or signatures relating to any transaction with Cooperative, and conducting transactions with Cooperative electronically.
3. **Automated Calls/Text Messages/E-mail messages.** You consent to the Cooperative utilizing auto telephone dialing systems, artificial or pre-recorded voice messages, text messages, and e-mail messages to communicate with You regarding electricity, information, marketing, outages and matters pertaining to your membership in the Cooperative at the numbers and e-mail address provided by You in the membership application.

SmartHub. You consent to a SmartHub account being established for You with the methods of contact You provided on your membership application.

AUTHORIZATIONS

In applying to become, and in remaining, a member of Cooperative:

1. **Capital Credit Offset.** You authorize Cooperative, in its sole discretion, to recoup, offset, or set off any amount owed to it by You, including any interest and late payment fee, by reducing the amount of any capital credits, patronage dividends, or similar amounts retired and paid to You, regardless of any statute of limitation or other time limitation.
2. **Operation Roundup.** You authorize the Cooperative to round up your monthly electric bill to the nearest dollar, with the proceeds benefiting the voluntary program - Operation Roundup. To opt out, you must contact the office.

AGREEMENTS

In applying to become, and in remaining, a member of Cooperative:

1. This application shall become effective on the date Service is first delivered and shall remain in effect for so long as You receive Service and purchase electric power from the Cooperative.

2. You will comply with and be bound by the Articles of Incorporation, the Bylaws, and the rules and regulations of the Cooperative (the "Governing Documents") now in effect and as may from time to time be adopted by the board of directors, management, and membership.
3. You agree to purchase from the Cooperative all central station electric service and energy used on each Service Location and will pay monthly at the rate which will be fixed by the Board of Directors of the Cooperative; provided, however, that the Cooperative may limit the amount of electric energy to be furnished for industrial uses. In addition to the monthly rate charge, Applicant will pay all late fees, delinquency charges finance charges, disconnect and reconnect fees, and other amounts charged or assessed by the Cooperative in connection with the provision of power and/or related services.
4. You agree to pay Cooperative for its damages, costs, and expenses, including attorney fees and legal expenses, caused by or associated with your failure to: (a) pay any amount charged or assessed by Cooperative; (b) comply with the Governing Documents; or (c) provide Cooperative truthful, accurate, and complete information.
5. You will cause your Service Location to be wired in accordance with wiring specifications as set forth by the State Electrical Board.
6. If this membership is issued to two or more persons, all Capital Credits earned are owned by the members as joint tenants with rights of survivorship.
7. Cooperative will endeavor to furnish continuous Service but will not guarantee uninterrupted Service. It is not liable for any damage which the member may sustain by reason of the failure or partial failure of the energy, or failure or reversal of phases, or variation in Service characteristics whether caused by accident, equipment deterioration, repairs, or other causes. Cooperative is not liable for damage that may be incurred using any service wiring, connections, instruments, services or electrical appliances, installed by or for Applicant. Cooperative is not liable for damage that may be incurred due to the presence of Cooperative's equipment on Applicant's Property.
8. Cooperative shall not be responsible because of Service interruptions or variations in service resulting from acts of God, public enemies, accidents, strikes, riots, wars, repairs, order of Court, or other acts reasonable beyond the control of Cooperative. It shall not be liable for damages, direct or consequential, resulting from such interruption or failure.

GRANTS AND TRANSFERS

In applying to become, and in remaining, a member of Cooperative:

1. **Easement.** At the location and within the dimensions determined or established by Cooperative, and without financial compensation from Cooperative, You grant and transfer to Cooperative an easement, in, over, under and across each Service Location: (a) permitting Cooperative to access, construct, install, monitor, inspect, operate, maintain, repair, improve, upgrade, remove, relocate, or replace poles, lines, and other equipment used by Cooperative to provide Service to Property at the Service Location, to provide electric energy or electric energy distribution service to other property or persons, or to satisfy or facilitate an obligation incurred or right granted by Cooperative to other persons; (b) permitting Cooperative to cut, trim, or remove vegetation and other growth specified by Cooperative; and (c) prohibiting You and successor owners, controllers, and occupiers of the easement area from using the easement area in a manner prohibited by Cooperative.
The Applicant shall sign a written easement at the request of the Cooperative.
2. **Ownership.** All service lines supplying You with electric energy and all meters, switches and other equipment constructed or installed by the Cooperative in, on or under the said premises shall at all times be owned by the Cooperative which shall have the right of access to the said premises to repair, maintain, test, inspect, disconnect or reconnect the Cooperative equipment, meters and switches.
3. **Security Interest in Capital Credits.** In return for Cooperative's past, present, and future provision of Service to You, to secure your past, present, and future payments for Service and other amounts, and to secure your past, present, and future performance of obligations under the Governing Documents, You: (a) grant Cooperative a security interest in your past, present, and future rights to capital credits, patronage dividends, or similar amounts allocated, retired, or paid to You by Cooperative and (b) authorize Cooperative to file a financing statement covering these rights.
1. **Unclaimed Capital Credits.** Any distribution or payment of capital credits that remain unclaimed by you six years after the date authorized for retirement or payment in cash or other property may be forfeited by the board, pursuant to N.D.C.C. § 10-15-34.1, and revert to the Cooperative as contributed capital.

ADVANCE DEPOSITS

The amount of deposit required will be calculated based upon the Rate Schedule, in accordance with the Governing Documents. Deposits must be paid prior to receiving electric Service.

NOTE: Failure to submit a signed Application is just cause for refusal of service or disconnect of service if already energized.

If you have any questions when filling out this Application, please call or stop at the office and someone will assist you.