

Maine Community Power Cooperative, Inc.
Subscriber Membership Agreement
Terms and Conditions

Version Dated [9/12/2024]

This document contains the terms and conditions of the Subscriber Membership Agreement (the “**Agreement**”) between the person(s) subscribing to be a Subscriber-Member of Maine Community Power Cooperative, Inc., a Maine consumer cooperative (“**MCPC**” or the “**Cooperative**”). This Agreement is effective as of the date of MCPC’s acceptance of your membership application on MCPC’s enrollment platform (the “**Effective Date**”).

The person(s) identified on the MCPC enrollment platform (collectively, “**I**” or “**me**” or “**Member**”) agree to become a Member of the Cooperative under the following terms.

1. I hereby apply to be a Subscriber-Member of the Cooperative. I affirm my interest in the purposes of the Cooperative and I qualify for Membership as those qualifications have been explained to me.
2. I hereby acknowledge receipt of, and agree to abide by, the Articles of Incorporation, Bylaws, and other policies and directives of the Cooperative, now and hereafter in effect. I understand copies are available electronically or in printed form by request. I certify I have arranged to pay \$100 to purchase one Membership Share (a Class A Member Share) and have fully read these Subscriber Membership Agreement Terms and Conditions.
3. I understand that as a Member and holder of one Membership Share, I am entitled to *one vote* on any issue placed before the Membership for a vote. If the Membership Share is being paid for in installments, member privileges start with the first payment; but full Membership, including voting privileges, ability to be elected to the Board of Directors, and Share ownership, begins only when the Share Price is paid in full.
4. As required by federal tax law governing patronage distributions and the Bylaws, I have read and agree to the CONSENT TO PATRONAGE DISTRIBUTIONS contained in ARTICLE XI of the Bylaws.
5. Only the individual Member, or the individuals designated on MCPC’s enrollment platform as the authorized person(s) for a legal entity, are authorized to transact official Membership business with the Cooperative. Individuals or the legal entity shall be named as the Member-owner on the books of the Cooperative, Member Shares, patronage distribution, or any other payments based on or made to Members. Only the Member or individuals so designated shall be entitled to vote on all matters submitted to a vote of the Members. This voter designation remains in effect until a written change is actually received by the Cooperative. I acknowledge and agree that my Membership and the rights and privileges associated with my Membership may not be sold, purchased, assigned, or otherwise transferred by me except as required by law.
6. I agree to promptly pay when due, and in the manner requested, all fees, charges, accounts or other amounts owed to the Cooperative, and to fulfill to the best of my ability all the requirements of my commitments, contracts and agreements with the Cooperative. Failure to make payments when due or to otherwise abide by this Agreement may result in my Membership becoming inactive or terminated. An inactive or terminated Membership may, at the sole discretion of the Cooperative Board, be reactivated and benefits restored by a signed, written request accompanied by full payment of any balance due.
7. I acknowledge that under the Bylaws the Cooperative has a first priority lien on any sums I owe to the Cooperative from my Member Capital Account and all other assets held for me by the Cooperative. I agree that the Cooperative Board may authorize paying from my Member Capital Account any debt I owe that is unpaid for more than 90 days. Any debt to the Cooperative shall be satisfied first before retiring any sums from my Member Capital Account or other Member asset.
8. I agree to follow all the rules and requirements set by the Cooperative. I agree that I may be denied access to the Cooperative’s services if I fail to do so.

9. In any dispute between the Member and the Cooperative, the Parties, or their representatives, shall meet in good faith to negotiate a resolution of the matter. If such meeting fails to resolve the matter, the Parties agree to submit to binding arbitration in the State of Maine, conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Except for the assessment of costs, expenses, and reasonable attorneys' fees made as part of the arbitration award, each Party shall pay its own costs, fees and expenses.

10. Membership and this Agreement shall continue from year to year until terminated by one of the parties. Either the Member or the Cooperative may terminate Membership in the Cooperative and this Agreement at any time as provided in the Bylaws. Termination of Membership is governed by the Bylaws, and the Cooperative Board has discretion in the manner of returning sums due to me. Termination or suspension of membership in the Cooperative shall not relieve me of the obligation to pay any dues, assessments, accounts or other charges either accrued and due or past-due and unpaid at the time of my termination. This Agreement is not binding on the Cooperative until the Cooperative has accepted the application for membership.

11. I understand that my status as a Subscriber-Member of the Cooperative is a condition to the Community Solar Subscription Agreement between me and the Cooperative, and that my patronage of the Cooperative through my subscription to purchase Net Energy Billing credits from the Cooperative is a requirement for me to be and remain a Subscriber-Member of the Cooperative. At the same time, I understand that the Community Solar Subscription Agreement is a separate agreement and that termination or suspension of membership in the Cooperative shall not relieve me of my obligations under the Community Solar Subscription Agreement, unless and until the Cooperative exercises its right under to terminate the Community Solar Subscription Agreement.