



## **PenTex FlexPay Enrollment Agreement**

### **Addendum to Membership and Electric Service Agreement**

I hereby voluntarily apply to enroll in the FlexPay program offered to **RESIDENTIAL** members of PenTex Energy (hereinafter referred to as PenTex) and unequivocally agree to the following terms and conditions:

1. I understand that an initial credit balance of \$100 for future electric usage is required to establish a FlexPay account. This does not include any fees or unpaid balances.
2. Any deposit I have previously paid to PenTex will be applied to my outstanding balance (if any) and the remaining credit after application of the deposit shall be applied to my FlexPay account.
3. Should I be unable to pay my outstanding balances in full, I authorize PenTex to transfer them to the Debt Management Program. I am aware that forty percent (40%) of any payments made toward my FlexPay account shall be applied to the outstanding balance in Debt Management until it is paid in full. Any fees/penalties (i.e. returned check or meter tampering) shall be paid in full prior to any payments being applied to my FlexPay account.
4. I understand that I will not receive paper billing statements or disconnect notices. Information regarding my FlexPay account is available via the PenTex Customer Portal at [www.pentex.com](http://www.pentex.com) as well as through the PenTex Mobile App.
5. I agree to receive alerts and reminders regarding the status of my account via approved methods. As such, I understand that it is my sole responsibility to notify PenTex immediately of any changes to my contact information or update my contact information using the Customer Portal or Mobile App.
6. I understand that I will receive periodic alerts via my preferred method(s) of notification. Failure to receive notice by email, text message or push notification or to be aware of impending disconnection by means of the Customer Portal will not exempt my service from disconnection.
7. It is my responsibility to regularly monitor the balance of my FlexPay account.
8. I understand PenTex will immediately debit any returned checks and denied credit card payments, along with any associated charges, to my account. Should this cause my balance to be zero (\$0.00) or less, my service will be disconnected the following business day. I understand I will be required to replace the check or credit card payment with cash, a cashier's check or money order.
9. I understand that if I apply for energy assistance, my account will be credited when PenTex receives verification of a pledge from the agency or charitable organization. If the pledge is cancelled for any reason, the amount of the pledge will be charged back to my account. If this causes my account to reach zero (\$0.00) or less, an alert will be sent and my service will be subject to disconnection.
10. I understand that should my balance reach zero (\$0.00) or less, my service will be automatically disconnected during normal business hours. Upon disconnection, I understand that if I, or a

member of my household, rely upon medical equipment powered by electric energy, I am solely responsible for procuring alternate electric power or timely re-establishing service from PenTex by adhering to the requirements for reconnection set forth herein and in all applicable PenTex policies.

11. I understand if my service is not reconnected within ten (10) business days, the account will be considered inactive and a final bill will be mailed to my last known address on file. Any remaining credit balance on my account will be refunded to me in the same manner as a postpaid account.
12. I understand that if my FlexPay account is discontinued or terminated, PenTex may transfer any FlexPay balances to a post pay account or refer the balance to a third-party collection agency.
13. Before my service will be reconnected, I must establish a minimum \$50 credit balance to be applied to future purchases of electricity. In addition, any outstanding balances due, except for amounts included in the Debt Management Program, must also be paid in full as well as a \$30 reconnect fee.
14. I understand and agree that disconnected power will be reconnected without prior notice once the minimum credit balance is re-established. It is my responsibility to ensure that electrical safety issues are addressed prior to re-establishing a credit balance. PenTex is not responsible for damage caused as a result of unsafe conditions inside the location of service when electric service is re-established (i.e. stove is left on with materials on it causing a fire).
15. I understand that extenuating circumstances may delay reconnection of my service. Prolonged delays in reconnection may require that I contact PenTex.
16. I understand that I may convert my FlexPay account to a traditional postpaid account after two (2) billing periods, provided there is a credit balance on my account at the time of the request. I understand and agree that an adequate security deposit may be required, contingent upon the credit/payment history of my account(s) before converting to a postpaid account. I understand that once converted, my account is considered to enter a new billing period and, as such, is subject to the postpaid member-owner charges applicable for said billing period. I may not re-apply for a FlexPay account at the same location for two (2) full billing periods after conversion.
17. I understand PenTex reserves the right to remove my account from the FlexPay program at any time without consent or notification. PenTex reserves the right to modify or end this program at any time.

I, the undersigned, hereby release, discharge, covenant not to sue and hold harmless PenTex Energy, their respective agents, employees, assigns or representatives from all liability, claims, demands, losses or damages caused in whole or in part by my participation in the PenTex FlexPay Program.

**I have read this agreement, fully understand its terms and understand that I have surrendered substantial right by signing it. I have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Applicant/Member: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant/Member: \_\_\_\_\_ Date: \_\_\_\_\_

PenTex Representative: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement may be executed by facsimile or other means of electronic communication and such shall be fully binding and effective for all purposes. Facsimile and electronically communicated signatures shall be treated the same as original signatures.