

SUMNER-COWLEY ELECTRIC COOPERATIVE, INC
HomeGuard Surge Suppression Program
Lease Agreement

TERMS OF LEASE

The undersigned Sumner-Cowley Electric Cooperative, Inc., Customer requests that Sumner-Cowley Electric Cooperative, Inc. (hereinafter called the distributor) furnish the HomeGuard surge suppression devices (SSDs), which will include a meter location device, (serial number located on the bottom of this document) and agrees to lease the meter base SSD from the distributor for a minimum period of three (3) years at the \$4.99 monthly rate. A \$30.00 one-time installation charge will be billed to the Customer's account for the installation of the MB-SSD. The Customer has the option of paying for the installation all at once or have it broken up over a three (3) month period of \$10.00 a month. After the initial 3-year period this agreement shall be automatically renewed on a month-to-month basis unless terminated by either party by providing at least 30 days written notice. The monthly lease charges shall be applied to the Customer's monthly electric bill. Should the Customer discontinue electric or surge suppression service prior to the completion of the initial 3-year term of this agreement, all unpaid charges for the initial 3-year period shall immediately become due and payable. The distributor will remove the meter-base suppression device (MB-SSD) and all manufacturer warranties will be void.

Bills are due and payable upon receipt and are considered delinquent if payment is not received by the last working day of the month. In event of non-payment, the distributor will remove the MB-SSD without additional notice and all manufacturer warranties will be void.

CONDITIONS OF SERVICE

1. Prior to installation of the MB-SSD by the distributor's authorized representative, the representative will inspect the home's external electrical grounding system to verify that a proper external safety ground exists at the service entrance. It is understood by the customer that the MB-SSD is a integral part of the sealed electric meter and can only be installed, serviced, or removed by the distributor's authorized representative.
2. If the distributor's representative should determine that any of the home's electrical grounds or wiring are inadequate for the proper installation of the SSD's then the distributor reserves the right to refuse to lease or install these SSD's until such time as necessary corrections have been made. **It will be the responsibility of the customer to contract with a licensed electrician to make the appropriate corrections.** Should this occur and the customer decides not to make the necessary corrections, the distributor will refund any money paid by the customer for the SSD and the agreement will be canceled. The distributor will in no way be liable or responsible, because of any inspections or recommendations by the distributor, which are made as a courtesy to the customer.
3. All leased SSD's in the agreement shall remain the property of the distributor, and shall not be removed from the service location except as specified by the distributor. The standard MB-SSD is equipped with an audible alarm which will activate should the MB-SSD require service. If this occurs, contact your local Sumner-Cowley Electric Cooperative, Inc. office. The distributor is responsible for providing repair or replacement of the devices specified in this agreement in accordance with the manufacturer's warranty for as long as the agreement is in effect.
4. By signing this agreement, the customer acknowledges that any warranties provided are from the SSD manufacturer and are provided to the original lessee for so long as the lessee is a customer of Sumner-Cowley Electric Cooperative, Inc. and this agreement is in effect. The customer shall hold the distributor harmless in connection with the operations and service of SSDs. In the event the protective effectiveness of these should be interrupted or fail for any reason, the distributor's sole obligation shall be to repair or replace these SSD's in accordance with this agreement. Such interruption or failure shall not constitute a breach of this agreement, nor shall the distributor, it's officers, directors, or employees be liable to the customer or third parties for any damages which might result from such interruption or failure. At the time of lease or installation, the customer acknowledges receiving a copy of any manufacturer's warranty statement applicable to the SSDs.

As the customer leasing the surge suppression device, I agree to the terms and conditions of this agreement.

Customer's Signature _____ Date: _____

Account Number _____

Authorized Representative: _____ Date: _____

Serial Number of Meter Base Device: _____

Yes, I do or No I do not, want the installation fee broken up over a three-month period at \$10.00 a month.