



APPLICATION FOR

SURGE PROTECTION LEASE

3425 Hwy 4 • Jay, Florida 32565
Phone 850.675.4521 Fax 850.675.8415

Date: \_\_\_\_\_

Member: \_\_\_\_\_

Account #: \_\_\_\_\_ Telephone: \_\_\_\_\_

Service Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The undersigned (hereinafter called the "Member") hereby makes application for the installation of SURGE PROTECTION UNIT as indicated hereon by Escambia River Electric Cooperative (hereinafter called the "Cooperative") pursuant to the following terms and conditions applicable to each unit:

- 1. The Cooperative will furnish, install on an existing meter base and maintain a surge protection unit for a flat rate, plus installation fee as stated below.
2. The Member further agrees that the unit may be removed at any time by the Cooperative upon failure to pay the charges set forth herein or, when deemed necessary by the Cooperative. Discontinuance or removal due to non-payment of the monthly charges does not relieve the member from the one (1) year minimum obligation as set forth below.
3. The Member agrees to notify the Cooperative when the SURGE PROTECTOIN UNIT self contained failure indication device so indicates and the Cooperative shall make every reasonable effort to service the unit within four regular work days. Further, the member agrees to protect the unit from damage insofar as possible.
4. The facilities installed to provide SURGE PROTECTION remain the property of the Cooperative.
5. The approval of this application by the Cooperative shall constitute a contractual agreement between the Member and the Cooperative, and the contract for a SURGE PROTECTION UNIT shall continue in force and effect for at least one year from the date service is rendered by the Cooperative to the member and year to year thereafter until cancelled by either party upon thirty days written notice.
6. The Member hereby grants to the Cooperative the necessary right of ingress and egress upon said premises from time to time as required for the purposes of installation, maintenance, inspection, repair, or removal of said equipment.
7. This contract shall be effective upon execution by both parties hereto and shall inure to the benefits of and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties hereto.
8. Charges are agreed to as follows:

SURGE PROTECTION UNIT @ \$5.35 flat rate per month

One-Time Installation Fee @ \$20.00

DISCLAIMER PROVISION

This device is designed with the intent of providing protection for individual electrical systems and connected electrical appliances from voltage surges and fluctuations that may occur from time to time in the supply of electric service. This device was not designed nor intended to provide complete protection from direct lightning strikes or voltage fluctuations due to lightning strikes or other unforeseen forces of nature on electric distribution lines.

Seller warrants the goods to be free from defects in materials and workmanship, whether patent or latent, under normal use and service, and that the goods are merchantable and of good quality.

Seller further warrants that seller has good title to the goods supplied and that the goods are free and clear of all liens, encumbrances and security interests.

Seller's liability under the warranties herein shall be limited to the purchase price of the goods or the replacement of the said goods.

The warranty shall not apply to any goods that have been repaired or altered by anyone other than the manufacturer or the seller. The warranty shall not apply to any goods subject to misuse due to common negligence or accident, nor to any goods sold by the seller which are not operated in accordance with the printed instructions of the manufacturer or which have been operated beyond the breach of warranty. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PART OF THE SELLER.

Member's Signature \_\_\_\_\_

Witness \_\_\_\_\_

(EREC Employee Securing Application)

Install Date \_\_\_\_\_ By \_\_\_\_\_

APPROVED FOR ESCAMBIA RIVER ELECTRIC COOPERATIVE \_\_\_\_\_

(GENERAL MANAGER)