



# Cherokee Electric Cooperative

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## POWER PROTECTION LEASE AGREEMENT

### CONTRACT TERMS AND CONDITIONS:

For and in consideration of the mutual promises and covenants contained herein this agreement is made between Cherokee Electric Cooperative (CEC) and the member-signer of this document. The member-consumer acknowledges that he/she understands and agrees to abide by these terms and conditions for a minimum of three (3) years (term date). After the initial three (3) year period, this agreement shall automatically be renewed on a month-to-month basis for the duration of the 10 year warranty. By signing below, member hereby grants CEC the right to install, operate, and maintain upon or remove from the premises the meter base entrance device. All equipment shall remain the property of CEC until the manufacturer's 10 year warranty has expired. At the end of the 10 year warranty period, equipment becomes the property of the member.

1. Monthly lease payments will be billed on the member's regular monthly electric bill and shall be considered due upon the same date as the bill for electric service. To validate warranties, it is the member's responsibility to properly install all inside surge suppression equipment and keep payment current.
2. Should the member move to another home within the CEC service area prior to the term date, the member may transfer the surge suppression equipment to their new location for the remaining period or pay the unbilled balance. If moved, the member will be charged a \$75.00 re-installation fee.
3. If the member elects to discontinue his/her use of the surge suppression devices prior to the term date of the agreement, the consumer will be responsible for the entire unbilled or unpaid portion of the agreement. Upon termination of service, all equipment must be returned to the cooperative in good condition. The member shall be billed for the replacement cost of any equipment not returned or any equipment returned that is not in good condition.
4. If the member discontinues paying monthly lease payment for any reason and meter base device has not been removed, CEC disclaims all liability related to the device. CEC also reserves the right to disconnect the member's electricity if he/she becomes delinquent in paying his/her bill.
5. Any surge suppression device purchased by the member directly from CEC for the purpose of adding down-line plug-in electric or electronic equipment becomes the property of the member. It is the member's responsibility to see that the plug-in surge suppression devices are properly installed according to the manufacturer's installation guide.
6. Any and all warranties provided with this surge suppression program are provided by the manufacturer and the manufacturer's vendor, and are provided to the lessee for so long as the services remain in effect. The member-consumer shall hold CEC harmless in connection with the operation, service and installation of the surge protection devices. In the event the protective effectiveness of the surge suppression devices should be interrupted or fail for any reason, CEC obligation shall be to replace the equipment in accordance with this agreement and the manufacturer warranty. Such interruption or failure shall not constitute a breach of this agreement, nor shall CEC, its directors or employees, be liable to the member-consumer or to third parties for any damages which might result from such interruption or failure.
7. In the event of default by the member such that CEC incurs legal fees, court costs or expenses in the enforcement of this agreement, member agrees to pay to CEC all costs and expenses of collection, including but not limited to, a reasonable attorney's fee, court costs, and expenses.

As the member-consumer leasing this surge suppression equipment, I agree to the terms and conditions of this agreement. I further acknowledge that I understand said terms and conditions.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

CEC Representative \_\_\_\_\_ Date \_\_\_\_\_

Service Address \_\_\_\_\_ Location # \_\_\_\_\_ Meter # \_\_\_\_\_