



METER BASE SURGE PROTECTION SERVICE AGREEMENT

Arkansas Valley Electric Cooperative Corporation (hereinafter referred to as AVECC) whose address is P.O. Box 47, Ozark, Arkansas 72949, Lessor, hereby leases to:

Member Name \_\_\_\_\_ Account Number \_\_\_\_\_ Lessee,

Service Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home: ( ) \_\_\_\_\_ Work: ( ) \_\_\_\_\_

the following: one Meter Base Surge Protector used at the service address as indicated above and NOT TO BE REMOVED BY MEMBER.

Member will pay AVECC the sum of \$5.00 per month, as invoiced on the customer's monthly utility bill and subject to the terms and conditions of Schedule Meter Base Surge Protection Service, with payment to commence upon first billing issued following date of installation and to continue month to month thereafter, unless otherwise terminated by either party upon three (3) days notice.

Member agrees to receive Meter Base Surge Protection Service for a minimum of 12 months. If prior to the end of the 12 month period, member sells or vacates premise, or if the name of the account changes, then AVECC shall bill member for the remaining unpaid months.

The Member understands that:

- (a) the leased equipment will not protect against direct or indirect high-energy lightning strikes beyond the manufacturer's rated energy absorption level,
(b) the leased equipment is only PART of a transient voltage surge protection system and that ADDITIONAL in-house protection installed by the Lessee may be required to protect sensitive equipment,
(c) the leased device is strictly for POWER LINE transient voltage surge suppression and, as such, will not protect the structure, telephone line, cable television line, antenna, or people against lightning strikes of any kind,
(d) AVECC, by providing the leased equipment, is not implying or guaranteeing that customer's electrical equipment will not be damaged in the future by surges of any kind,
(e) the leased equipment will not protect equipment or appliances connected to telephone lines (such as computer modems) or connected to cable television lines (such as TV's, VCR's, stereos) from lightning surges entering the premises through those lines. Additional outlet protectors, cable TV and telephone line protectors are required to protect equipment and appliances from damage.
(f) AVECC shall not be responsible or liable for direct or indirect claims, losses, property damage or personal injury which may occur because of the failure of the leased equipment to perform in accordance with the manufacturer's specifications.
(g) The leased equipment is manufactured with a warning light that gives off a soft glow as long as the equipment is operating properly. The member agrees to monitor the leased equipment and to notify AVECC if the warning light stops working or if the member suspects any other type of defect. AVECC will replace defective Meter Base Surge Protector.

ARKANSAS VALLEY ELECTRIC COOPERATIVE CORPORATION SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The full agreement between Lessor and Lessee is set forth herein.

This agreement shall be constructed and governed in accordance with the laws of Arkansas.

ARKANSAS VALLEY ELECTRIC COOPERATIVE CORPORATION

Utility Representative: \_\_\_\_\_

I have read and understand this Service Agreement and agree with the terms and conditions.

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