



*Platte-Clay Electric Cooperative, Inc.
Meter Base Surge Suppression Device
Lease Agreement*



Touchstone EnergySM

Contract Terms and Conditions

Platte-Clay Electric Cooperative, Inc., (PCEC) and _____

whose address is _____

hereby mutually agree as follows:

1. The customer acknowledges that he/she understands and agrees to abide by the terms and conditions for a minimum of one (1) year. After the initial one-year period, the agreement shall automatically be renewed on a monthly basis until terminated by either party.

2. Platte-Clay Electric Cooperative, Inc., will lease and install for the customer a Meter Base Surge Suppression Device at a monthly rate of \$4.95 per month. Monthly lease payments will be billed on the customer's regular monthly electric bill and shall be considered due upon the same date as the bill for electric service. Payment must be current for any or all warranties from the vendor and manufacturer to be in effect.

(waived)

3. There will be an installation charge of ~~\$30.00~~. This may be paid in advance or applied to customer's regular monthly electric bill. A designated PCEC employee will install the Meter Base Surge Suppression Device. If, for any reason, this employee should determine that any of the home's electrical grounding system or wiring are inadequate for the proper installation of the Device, PCEC reserves the right to refuse installation until such time as necessary corrections are made.

4. The Meter Base Surge Suppression Device is an integral part of the sealed electric meter and shall remain the property of Platte-Clay Electric Cooperative, Inc.

5. Platte-Clay Electric Cooperative, Inc., may remove the Meter Base Surge Suppression Device if the customer fails to pay the above charges at the specified time for each payment.

6. Should the customer move to another home within the PCEC service area prior to the term date, the customer may transfer the Meter Base Surge Suppression Device to the new location for the remaining period, or pay the unbilled balance.

7. Any and all warranties provided with the Meter Base Surge Suppression Device program are provided by the manufacturer and manufacturer's vendor and are provided to the lessee for so long as the services remain in effect. The customer shall hold PCEC harmless in connection with the operation, service, and installation of the Meter Base Surge Suppression Device. In the event the protective effectiveness of the Meter Base Surge Suppression Device should be interrupted or fail for any reason, PCEC's obligation shall be to replace the Meter Base Surge Suppression Device in accordance with this agreement and the manufacturer's warranty. Such interruption or failure shall not constitute a breach of this agreement, nor shall PCEC, its officers, directors, or employees be liable to the customer or to third parties for any damages which might result from such interruption or failure.

As the customer leasing this Meter Base Surge Suppression Device, I acknowledge receipt of manufacturer's warranty statement. By signing the Meter Base Surge Suppression Device Lease Agreement below, I also agree to the terms and conditions of this agreement.

Customer's Signature

PCEC Account Number

Authorized PCEC Representative

Date