



## Surge Protector Lease Agreement

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Account # \_\_\_\_\_ Meter # \_\_\_\_\_ District Office \_\_\_\_\_

### Equipment Furnished:

Meterbase Surge Protector Device

*Total Base Monthly Charge\** \$4.25

*One Time Connection Charge* \$50.00

*\* Base monthly charge does not include government assessments, taxes or fees and is subject to revision*

The undersigned member (hereinafter referred to as "Applicant") requests West Florida Electric Cooperative Association, Inc. (hereinafter referred to as "Cooperative") to furnish the equipment described above and hereby agrees to take and pay for the same in accordance with and subject to this agreement. In consideration for supplying and maintaining of said equipment, the Applicant hereby grants to Cooperative the right to install, operate, and maintain upon or remove from the premises located at the service address set forth above, its equipment described above, together with the rights of ingress and egress to and from said facilities. All fixtures, equipment and material used in the installation, operation, and maintenance of said equipment shall remain at all times the property of Cooperative. At the time Cooperative installs the equipment applied herein, this application becomes a contract for initial term of one (1) year and shall continue thereafter from month to month. Service under this agreement shall be terminated upon one (1) month's written notice by either party to the other. Should the Applicant discontinue service hereunder prior to the completion of one (1) year, all unpaid charges for the full initial term shall become due and payable.

By signing this application, the Applicant acknowledges that the Cooperative disclaims any and all warranties, express or implied, concerning the equipment to be installed pursuant to this application. Cooperative shall be held harmless in connection with the operation of the equipment installed pursuant to this application. In the event the protective effectiveness of the facilities should be interrupted or fail for any reason, Cooperative's sole obligation shall be to repair or replace its equipment installed pursuant to this application within a reasonable time after actual notice of the condition is received by Cooperative and such interruption or failure shall not constitute a breach of this contract, nor shall Cooperative, its affiliates, officers, directors, or employees, be liable to the Applicant or to third parties for damages by reason of such interruption or failure.

This application and agreement supersedes all previous agreements or representations, either written or oral, therefore in effect between Cooperative and the Applicant, made in respect to matters herein contained, and when signed on behalf of both parties, this application and agreement constitutes the entire agreement between the Cooperative and the member.

Prepared By: \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_