



Surge Protection Member Agreement

GLADES ELECTRIC COOPERATIVE, INC. (GEC) agrees to provide basic surge protection and the Member agrees to accept said protection under the following terms and conditions:

The undersigned member of **GLADES ELECTRIC COOPERATIVE, INC. (GEC)** hereby agrees to lease the **Meter- Treater, Inc. (M-Ti)**

meter base device (**EQUIPMENT**) from **GEC** for a period of two (2) years from the date hereof. At the end of the two (2) year period this agreement will continue on a month to month basis until terminated by either party by giving thirty (30) days written notice. The undersigned member agrees to pay **GEC** an installation fee plus Six (\$6.00) dollars monthly lease payment for the **EQUIPMENT** and understands that the lease payment will be shown as a separate item and be payable with the member's electric bill. If the member terminates this lease before the end of the said two (2) year period, the member agrees to pay a fee of One Hundred Fifty (\$150.00) dollars due immediately upon termination.

The member hereby grants to **GEC** the right to install, operate, maintain, and rights of ingress and egress to and from the **EQUIPMENT**. Neither the member nor any person acting on the member's behalf shall install, repair, remove, service, or otherwise **TAMPER** with the **EQUIPMENT**. The premises shall at all times be grounded according to the National Electric Code. The member further understands that the electric service to the premises will be briefly interrupted during the installation and removal of the **EQUIPMENT** and agrees to hold **GEC** harmless for this. **It is understood and agreed that the EQUIPMENT is leased to the member and shall remain at all times the property of GEC.**

The member understands that the **EQUIPMENT** is designed to protect motor-driven electric appliances within the primary dwelling from damage caused by voltage surges. Motor driven electric appliances are defined as the following common household motor driven electric appliances, to wit: refrigerators, dishwashers, air conditioners, hard wired fans, washers, dryers, and heat pumps. **EQUIPMENT** does not prevent or protect from direct lightning strikes. The equipment does not prevent or protect from electric service interruptions, or power surges entering the premises through any source other than **GEC's** electrical facilities, including but not limited to television cable, telephone lines, internet cable/lines, or satellite systems.

Upon commencement of this agreement, **GEC** shall provide the member, one time at no cost, internal plug-in devices (**STARTER KIT**) offered via **M-Ti**, the number and type of devices being at the sole discretion of **GEC**. In the event a (**STARTER KIT**) item is damaged, or additional items are desired, the member is responsible for purchasing. **M-Ti's** contact information is available on, and items may be purchased directly through, www.gladesguardian.com.

The member acknowledges that the **EQUIPMENT** and **STARTER KIT** manufacturer's information has been provided by **GEC**. In no event shall **GEC** be responsible or liable for direct or indirect claims, losses, property damage or personal injury which may occur because of the failure of the **EQUIPMENT** and/or **STARTER KIT** and/or additional plug-in devices purchased by the member to perform in accordance with the manufacturer's specifications. In the event of any problem with or failure of any device mentioned in this agreement, or to file a claim, the member shall notify **M-Ti**. **Any warranty and/or claim shall be administered by M-Ti.**

GEC SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT, STARTER KIT, AND ADDITIONAL PLUG-IN DEVICES WHETHER LEASED OR SOLD, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the laws of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Glades County, Florida. In the event of litigation, the prevailing party shall be entitled to recover its costs, including a reasonable attorney's fee.

In witness whereof the member has executed this agreement this _____ day of _____, 20__.

By: _____
(Member signature)

Account Number

(Print Member name)

Location Number

Service Address

Accepted By: GEC Employee: _____