

APPLICATION FOR METER BASE SURGE SUPPRESSION DEVICE (MB-SSD)
TERMS AND CONDITIONS

This agreement is between Oneida-Madison Electric Cooperative, Inc., hereinafter called OMEC, and the members at stated location. The member acknowledges that he/she understands and agrees to abide by these terms and conditions. The agreement shall automatically be renewed on a month-to-month basis until terminated by either party.

1. Prior to the installation of the Meter Base-Surge Suppression Device (MB-SSD), OMEC's designated representative will inspect the home's external grounding system to verify that a proper external safety ground exists at the service entrance. If OMEC's representative should determine that any of the home's electrical grounding system or wiring are inadequate for the proper installation of the MB-SSD(s) OMEC reserves the right to refuse installation until necessary corrections are made.
2. The MB-SSD can only be installed, serviced or removed by OMEC's designated representative.
3. Applicant hereby grants to OMEC the right to install and maintain the MB-SSD and appurtenances on the property of the applicant,
4. The MB-SSD is an integral part of the sealed electric meter and shall remain the property of OMEC. The design and manufacturer of the MB-SSD shall be selected by OMEC.
5. Service charges for the device will be billed with the consumers' regular monthly electric bill in the amount of \$4.95 per month and shall be considered due upon the same date as the electric service bill. Payment must be current for any or all warranties to be in effect. In the event of non-payment, OMEC will remove the MB-SSD and all manufacturers' warranties will be void.
6. The service fee for the MB-SSD may increase if necessary only after a 60-day notice to current renters.
7. **WARRANTIES:** The MB-SSD manufacturer provides the following connected equipment coverage: up to \$10,000 to repair or replace (whichever is less) residential "standard white appliances" which sustain surge damage. A "standard white appliance" is defined as a washer, dryer, stove, refrigerator freezer, HVAC unit, dishwasher, and garbage disposal. Coverage is applicable only when the installed Surge Suppression Device (SSD): 1) was active and fully functional immediately prior to the claim event and 2) sustained surge damage as a result of the claim event. The above remedy is your exclusive remedy under this warranty whether based on contract, tort, including negligence, or otherwise. Claims must be made within 30 days of damage or loss. OMEC and/or manufacturers reserve the right to audit the damage, site, and/or cost or repairs and may require a notarized proof of loss. Stated warranty from the manufacturer takes precedence over above stated warranty. Upon removal of the MB-SSD, or termination of this Agreement because of non-payment of rental fees, all warranties expressed or implied are null and void.
8. Any warranties provided are from the SSD(s) manufacturers and are provided to the member/consumer for so long as the electric services remain with Oneida-Madison Electric Cooperative, Inc. The member shall hold the utility harmless in connection with the operation, service, and installation of the SSD(s). In the event the protective effectiveness of the SSD(s) should be interrupted or fail for any reason, OMEC's obligation shall be to repair or replace the SSD(s) in accordance with this Agreement. Such interruption or failure shall not constitute a breach of the Agreement, nor shall OMEC, its officers, directors or employees be liable to the consumer or to third parties for any damages, which might result from such interruption or failures.
9. The member understands these SSD(s) will not protect against direct or indirect lightning strikes beyond the manufacturers rated energy diversion capability.

As the consumer leasing these surge suppression devices, I agree to the terms and conditions of the Agreement.

Consumer's Signature _____ Account Number _____

New Applicant: Yes ___ No ___ 36-Month Lease (*No Installation Fee*): Yes ___ No ___

Oneida-Madison Electric Coop. Inc. Representative: _____ Date: _____