

## **Coldwater Board of Public Utilities Whole House Surge Protection Program Terms and Conditions**

This Agreement between the Coldwater Board of Public Utilities (“Utility”) and the undersigned (“Customer”) provides for the installation of meter surge protection equipment on the Utility’s electrical meter. Utility and Customer agree to the following terms:

**Installation.** A Meter Socket Surge Arrester (“MSA”) manufactured by TESCO will be installed by Utility or its contractor at the electric meter outside Customer’s residence.

**Monthly Fee.** Customer will pay for the surge protection at the meter a monthly fee of **\$5.99**, including sales tax. Billed monthly on the customer’s monthly bill, due and payable upon presentation in accordance with the Utilities Rules and Regulations.

**Term.** The Agreement will be in effect on the date Customer signs an agreement to be bound by these terms and will continue for a minimum term of (**24**) months from the date of installation of the MSA. Customer will pay a **\$40** cancellation fee if Customer cancels the Agreement within (**24**) months from the installation date. After the initial (**24**) month period, the Agreement shall continue from month to month until either Customer or Utility cancels the Agreement by notifying the other party. There shall be no cancellation charge if the Agreement is canceled after the initial (**24**) month period. A cancellation of this Agreement by either Customer or Utility shall be without prejudice to the rights or remedies of either Customer or Utility under this Agreement. If the MSA remains in place during any portion of a period for which the monthly fee is due, Customer shall pay the entire monthly fee for that period. Upon cancellation, Utility will remove the MSA from the meter.

**Utility Rights of Inspection.** Utility will have an immediate right to inspect the MSA and Customer’s appliances or home or office electronics equipment should Customer inform Utility that a power surge has passed through the MSA, and Customer shall make its premises available to Utility or Utility’s contractors for such inspection.

**Customer’s Responsibilities.** Utility shall have continuous access to the MSA, which is owned by Utility and installed at the meter. Although Utility has general responsibility for maintaining and servicing the MSA, Customer will be liable to Utility for any damage to the MSA including without limitation damage caused by Customer’s misuse or abuse of the MSA or caused by removal, transfer, or tampering with it or by vandalism or an Act of God, except that Customer will not be liable for damage to the MSA from a power surge passing through it. The Agreement shall be automatically canceled if the MSA is damaged other than by a power surge passing through it and Utility will have no obligation to replace the MSA. Customer will maintain information about the make, model, age and cost of Customer’s appliances or home or office electronics equipment and shall provide that information to Utility upon request for it. Customer shall cooperate with Utility and provide Utility with all information requested of Customer.

**Limited Warranty.** The Utility does not warrant the performance of the MSA. The Utility shall not be liable for any injury or damage to persons or property as a result of the installation of the MSA or the failure of the MSA to prevent damage or injury to persons or property from a power surge. The only warranty is that of the manufacturer, TESCO, a copy of which is attached to this Agreement.

**Default.** If Customer violates any provision of this Agreement, Utility may cancel this Agreement immediately and Customer will be liable to Utility for the attorneys fees and expense of Utility or its collection agent in enforcing the Agreement or in gaining access to the MSA.

**Miscellaneous.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement may be modified only in writing signed by both parties. Utility and Customer intend this Agreement to be a final expression and a complete and exclusive statement of the terms of the agreement, superseding all prior agreements and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of the Agreement is found to be invalid by a court of competent jurisdiction, such provision shall be deemed omitted, but the remaining provisions of the Agreement shall be given full force and effect.

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\_\_\_\_\_  
Customer Signature & Date

\_\_\_\_\_  
By Utility

Account # \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_