

ATHENS UTILITIES BOARD
SURGE SUPPRESSION PROGRAM
LEASE AGREEMENT

Contract Terms and Conditions:

For and in consideration of the mutual promises and covenants contained herein this agreement is made between Athens Utilities Board and the customer-signer of this document. The customer acknowledges that he/she understands and agrees to abide by these terms and conditions for a minimum of three (3) years (term date). After the initial three (3) year period this agreement shall automatically be renewed on a month to month basis until terminated by either party.

1. The Meter Base Surge Suppression Device will be installed by a designated Athens Utilities Board employee. 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, Athens Utilities Board reserves the right to refuse installation until such time as necessary corrections are made.

2. The Meter Base Surge Suppression Device is an integral part of the sealed electric meter and shall remain property of Athens Utilities Board.

3. Monthly lease payments will be billed on the customer's regular monthly utility bill in the amount of _____ and shall be considered due the same date as the bill for utility service. Payment must be current for any or all warranties to be in effect.

4. Should the customer move to another home within the Athens Utilities Board service area prior to the term date, the consumer may transfer the meter base surge suppression device to their new location for the remaining period, or pay the unbilled balance.

5. If the customer elects to discontinue use of the meter base surge suppression device prior to the term date of the agreement, customer will be responsible for the entire unbilled or unpaid portions of the agreement.

6. Any surge suppression devices purchased by the customer directly from Athens Utilities Board for the purpose of adding down-line plug-in electric or electronic equipment becomes the property of the customer. It is the customer's responsibility to see that the plug-in surge suppression devices are properly installed according to the manufacturer's installation guide and to register with the manufacturer's representative the appliances and equipment protected by devices in order to validate the manufacturer's warranty.

7. Any and all warranties provided with this 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, and no warranties of any kind are given or extended by Athens Utilities Board. The customer shall hold Athens Utilities Board harmless in connections with the operation, service, and installation of the surge suppression device. In the event the protective effectiveness of the surge suppression device should be interrupted or fail for any reason, Athens Utilities Board's sole and only obligation shall be to replace the meter base surge suppression device in accordance with this agreement, and Athens Utilities

Board , it's officers, directors, or employees shall not be liable to the customer or other third parties for any damages which might result from such interruption or failure. The customer understands that the SSD will not protect against direct or indirect lightning strikes beyond the manufacturers rated energy diversion capacity.

As the customer leasing this meter base surge suppression device, I agree to the terms and conditions of this agreement.

Customer's Signature

Account Number

Authorized Athens Utilities Board Representative

Date