



# Spring City

## Contract to Purchase Surge Protection Equipment

To be completed by Power Dept.

Customer ID \_\_\_\_\_

Location ID \_\_\_\_\_

Meter # \_\_\_\_\_

Field Order # \_\_\_\_\_

This agreement, made and entered into by and between \_\_\_\_\_, hereinafter called the "CUSTOMER," and **SPRING CITY, LIGHT AND POWER DEPARTMENT**, hereinafter called "UTILITY," shall become effective on the date of acceptance, as indicated below. That for and in consideration of the charges herein specified and the services agreed to be rendered, the parties have agreed as follows:

1. The "UTILITY" shall supply and install the below-specified surge-protection device and related materials, hereinafter referred to as "EQUIPMENT," in accordance with the terms and conditions set forth, which shall be located upon the following described property:
  - a. One (1) surge-protection device which becomes an integral part of the electric meter and the UTILITY'S distribution system when installed.
  - b. All clamps and grounding conductors necessary to properly complete the installation.
2. The total cost to the CUSTOMER for the above EQUIPMENT and labor shall be One Hundred Fifty-Five Dollars (\$186.00). The UTILITY has pre-approved payment options below, based on the CUSTOMER'S electric-account payment history. The CUSTOMER agrees by placing his/her initials in the appropriate blank of the selection option, to make payment as indicated: (PRICES MAY CHANGE WITHOUT NOTICE. Please contact city hall for current price.)
  - a. One Hundred Fifty-Five Dollars (\$186.00), full payment, prior to the installation. Please enclose check or money order payable to SPRING CITY CORPORATION.
  - b. Twelve (12) installment payments (\$15.50 each) to be billed to CUSTOMER'S electric account number after the installation is completed.
  - c. Under payment option "b" above, if the property on which the EQUIPMENT has been installed is sold, or if the name changes on the account to which the EQUIPMENT is billed, the UTILITY may demand full payment of the remaining balance from the CUSTOMER without further notice, and if not immediately paid, charge any deposit on the CUSTOMER'S account. In addition, if any payment required hereon by the CUSTOMER is not made by the delinquent date indicated on the electric bill, then the entire remaining balance for the EQUIPMENT shall immediately, without notice, become due at the option of the UTILITY. Failure to exercise this option by the UTILITY shall not constitute a waiver of the right to do so at a later date in the event of another default, or to terminate electric service due to non-payment. If it is necessary to place this contract in the hands of an attorney for enforcement of any of its terms and conditions, the CUSTOMER agrees to pay reasonable attorney fees and all costs thereby incurred.
3. The UTILITY shall install said EQUIPMENT within a reasonable amount of time after this contract is returned by the CUSTOMER and accepted by the UTILITY. In the event this contract is not accepted by the UTILITY, the CUSTOMER will be notified as to cause and can re-apply, provided acceptance can then be extended.

4. The CUSTOMER understands that the surge-protection device:

a. Is covered solely by the manufacturer's limited warranty, and that the UTILITY makes no warranty including fitness for particular purposes. Customer hereby specifically waives any claim for damage of any kind against the UTILITY due to failure, defect, or malfunction of the surge-protection device.

b. Contains no user-serviceable parts and requires no maintenance or resetting.

c. Is an integral part of the electric meter, and agrees that it can be removed only by qualified UTILITY employees.

d. Will not protect against direct or indirect high-energy lightning strikes beyond the manufacturer's rated energy-absorption level, and agrees that the UTILITY is not responsible for any damage from weather or lightning-related incidents.

e. Will not provide adequate protection to highly-sensitive electronic equipment such as VLSI computers that may require additional plug-in surge suppression inside the house.

f. Is strictly a powerline surge suppressor and as such will not protect the structure, telephone line, cable-television line, antenna, or people against lightning strikes of any kind.

5. If the surge-protection device should become defective during the manufacturer's limited warranty period, the UTILITY will assist the CUSTOMER in obtaining a replacement unit from the manufacturer, and will install it at no cost. Any removal request received by the UTILITY from the CUSTOMER, except for the above warranty-related action, will require a small service charge.

6. CUSTOMER agrees to hold the UTILITY harmless from any loss or damages which may arise from the installation, use, or maintenance of any item installed by the UTILITY.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the acceptance date below.

**I have read and understand this contract This contract has been accepted by the and agree with the terms and conditions set following SPRING CITY POWER forth. DEPARTMENT representative:**

BY \_\_\_\_\_ BY \_\_\_\_\_  
Customer Power Department

DATE \_\_\_\_\_ DATE \_\_\_\_\_

**Amount of Purchase - \$186.00. Please initial Payment Method Below:**

\_\_\_\_\_ PAYMENT IN FULL \_\_\_\_\_ INSTALLMENT OPTION

***AN IMPORTANT NOTE:*** This type of surge arrestor provides protection for your home against lightning strikes that directly hit the distribution lines. It does not, however, provide protection against lightning that enters your home through other sources. To provide more complete protection for 120-volt appliances such as televisions, computers, microwaves, refrigerators, washing machines, garage-door openers, etc., the manufacturer recommends that outlet protectors should be utilized on your home's interior outlets. For optimum protection, any outlet utilizing surge protection must be grounded.