

HOMEGUARD SURGE SUPPRESSION PROGRAM

LEASE AGREEMENT

This agreement is made between the undersigned (hereinafter referred to as "Consumer") and Farmers' Electric Cooperative, Inc. (hereinafter referred to as "Cooperative"), for the lease of certain surge suppression equipment referred to collectively as "Equipment."

Cooperative agrees:

To provide the following devices as the Equipment under this lease:

One (1) service entrance unit	One (1) single outlet unit
One (1) Eight-receptacle plugstrip	One (1) Cable TV module
One (1) Two-receptacle unit module	One (1) Telephone

Prior to installation of the Equipment, to inspect the external grounding system of the Consumer's home to verify that a proper external safety ground exists at the home's service entrance panel. If the Cooperative's representative should determine that any of the home's grounding system or wiring is inadequate for the proper installation of the Equipment, Cooperative reserves the right to refuse installation until such time as the necessary corrections are made.

That it shall be responsible for replacement or repair of the devices included in the Equipment covered by this agreement.

To lease said Equipment to the consumer at a cost of \$4.95 per month.

Consumer agrees:

That the service entrance unit can only be installed serviced or removed by the Cooperative's designated representative.

That the remaining devices included in the Equipment shall be properly installed by the Consumer in accordance with the instructions in the installation guide in order to validate any warranty.

That the Equipment provided shall remain the sole property of the Cooperative.

That should repair or replacement of any device become necessary (excluding the Service entrance unit) that it is the Consumer's responsibility to deliver the defective item and pick up a replacement at the Cooperative's office.

To pay Cooperative the monthly rental under this agreement in accordance with the Cooperative's monthly billing practices. Payment must be current for any or all warranties to be in effect and if any payment becomes more than 30 days in arrears, the Cooperative may enter the Consumers premises and remove said Equipment.

And understands that the Equipment is strictly for surge suppression, and as such will not protect the structure or people against lightning strikes of any kind.

To pay a deposit of \$30 which is refundable, less any amounts due on the lease payments or Equipment not returned upon cancellation of this lease agreement.

Consumer, by signing this agreement, acknowledges that the Cooperative makes no warranties or guarantees of any kind, expressed or implied, to the Consumer with regard to the Equipment or to the Consumer's property or equipment. All warranties provided are from the manufacturer, **NOT THE COOPERATIVE**. The Consumer hereby expressly agrees that the Cooperative shall not be liable for any defect in said Equipment or the operation thereof, and the Consumer expressly agrees to hold the Cooperative harmless in connection with the operation, service, and installation of the Equipment. In the event the protective effectiveness of the Equipment should be interrupted or fail for any reason, such interruption or failure shall not constitute a breach of this agreement, nor shall the Cooperative, their officers, directors or employees be liable to the Consumer or to third parties for any damages which might result from such interruption or failure.

The Consumer acknowledges that he/she understands and agrees to abide by the terms and conditions of this agreement for a minimum of one (1) year and shall continue thereafter from month to month until terminated by written notification by either party. If the lease is terminated by either party, Consumer is responsible for the return of all devices, except the service entrance unit, or will immediately pay to the Cooperative the new retail cost of such devices.

Consumer Signature
Date_____ Acct. #_____

Address
Cooperative's Representative Signature

City / State / Zip
Service Location