

**FEC SURGE SUPPRESSION PROGRAM
LEASE AGREEMENT**

This agreement is made between the undersigned (hereinafter referred to as "Member") 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:

1. To provide the following devices referred to as "the Equipment" under this lease:

A surge suppressing device installed at the Member's meter that will protect the whole house from electrical surges.

2. Be responsible for replacement or repair of the Equipment covered by this agreement.
3. To lease said Equipment to the Member at a cost of \$4.95 per month.

Member agrees:

1. That the equipment can only be installed serviced or removed by the Cooperative's designated representative.
2. That the Equipment provided shall remain the sole property of the Cooperative.
3. 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 Member's premises and remove said Equipment.
4. 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.
5. 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.

Member, by signing this agreement, acknowledges that the Cooperative makes no warranties or guarantees of any kind, expressed or implied, to the Member with regard to the Equipment or to the Member's property or equipment. All warranties provided are from the manufacturer, **NOT THE COOPERATIVE**. The Member hereby expressly agrees that the Cooperative shall not be liable for any defect in said Equipment or the operation thereof, and the Member 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 Member or to third parties for any damages which might result from such interruption or failure.

The Member 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, Member 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.

Member Signature

Date _____ Acct. # _____

Address

Cooperative's Representative Signature

City / State / Zip

Service Location