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**White River Valley Electric Cooperative, Inc.
Residential Surge Suppression Agreement
200 amp or less (200 amp or larger contact WRVEC representative)**

White River Valley Electric Cooperative (Hereinafter referred to as “WRVEC”) whose address is P.O. Box 969, Branson, MO 65615 hereby leases to:

Member Name: _____

Account Number: _____

The following: One-meter socket suppressor (SYC-240-A or B) for primary suppression plus a “starter kit” of plug in secondary suppressors. The meter socket suppression (SYC-240-A or B) is **NOT TO BE REMOVED BY MEMBER**. All suppressors will remain the property of WRVEC with conditions listed. The member agrees to abide by all terms and conditions listed for a minimum of one (1) year. After the initial (1) year period, the agreement shall automatically be renewed on a month-to-month basis until terminated by either party. Member may purchase for ownership additional secondary suppressors from WRVEC at stated retail costs.

- 1) Prior to installation of the meter socket suppressor, a WRVEC authorized representative will inspect the home’s external grounding system to verify that a proper external safety ground exists at the service entrance. If the WRVEC representative should determine that any of the home’s electrical grounding system or wiring is inadequate for the proper installation of the SYC-240-A or B, WRVEC reserves the right to refuse installation until such time as necessary corrections are made and WRVEC is notified as such.
- 2) The meter socket suppressor can only be installed, serviced, or removed by a WRVEC designated representative.
- 3) It is the member’s responsibility to see that all plug in secondary suppressors are properly installed in grounded AC wall receptacle in accordance to the installation instructions provided with the particular secondary surge suppression, in order to validate warranty.
- 4) Member agrees to pay a one-time installation charge of \$19.99 and a monthly lease rate of \$4.99. Monthly lease rate shall be considered due upon the same date as the electric service. Payment must be current for any or all warranties to be effective.
- 5) If member’s monthly payment is insufficient to cover both the lease payment and the electric energy bill, the money will be applied to the lease first and secondly to the energy amount.

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- 6) If prior to the end of the one (1) year period, the member terminates the Surge Suppression agreement, WRVEC shall immediately bill the member for the remaining unpaid months of the agreement.
- 7) If member moves to another location served by WRVEC prior to the term date, member may transfer the protection services for the remaining period of the agreement or pay the unbilled balance.
- 8) If protection service is terminated prior to end of first year member must return all secondary suppressors included in original “starter kit”. A WRVEC representative will remove the meter socket suppressor. Member is NOT to try and remove meter socket suppressor. If secondary suppressors included in original “starter kit” are not returned at time service is terminated a charge of \$79.95 will be billed to member.
- 9) If member terminates protection service after first year, member may keep secondary surge protection devices provided in “starter kit” at no charge. Meter base suppression will remain the property of WRVEC.
- 10) Any warranties provided under the surge suppression agreement are provided by the manufacturer of surge suppression equipment and are provided to lessee for so long as the services remain in effect. The member shall hold the utility harmless in connection with the operation, service, and installation of the surge suppression equipment.
- 11) In the event the protective effectiveness of the surge suppressors should be interrupted or fail for any reason, the utility’s obligation shall only be to replace the surge suppressor with this agreement. Such interruption or failure shall not constitute a breach of this agreement, nor shall the utility, it’s officers, directors or employees be liable to the member or third parties for any damages that might result from such interruption or failure.
- 12) If the suppressor fails to protect such items covered and suppressor was installed correctly member will need to turn damaged suppressor into WRVEC along with receipts of purchase for such damaged items including serial numbers and model numbers or receipts for repair of such items. WRVEC will submit damaged suppressor to manufacturer for testing. Should suppressor fail manufacturers test, manufacturer will abide by all warranties implied to their respective suppressors.
- 13) Well pumps are NOT covered by the meter socket suppressor (SYC-240-A or B) Well pumps will be covered with appropriate direct wire units wired as close to well head as possible as directed by WRVEC. Warranty for well pumps covered by direct wire units are limited to equipment costs specified, not to exceed \$1500, and does not include any labor costs of any kind.

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14) The member understands that:

- a) The surge suppressors will not protect against direct or indirect high-energy lightning strikes beyond the manufacturers rated energy absorption level.
- b) The meter socket suppressor is only PART of a transient voltage surge protection system and that ADDITIONAL in-house secondary plug in suppressors will be required to protect sensitive equipment.
- c) The meter socket suppressor is strictly for power line transient voltage surge suppression and the additional surge protection equipment chosen will only protect to the manufacturers rated capacity. No equipment will protect against direct lightning strikes.
- d) By making the surge suppression equipment available, WRVEC is not implying or guaranteeing that the member's electrical equipment will not be damaged in the future by surges of any kind. The manufacturer provides the warranty. Please see the enclosed warranty statement.**See Addendum One
- e) Additional outlet protectors are required to protect equipment such as computers, computer modems, TVs, VCRs, stereos and other equipment that contain sensitive electronic components. Equipment connected to outside entities (such as telephone or cable TV) should have added protection since surges can enter through these lines. Appropriate surge suppression equipment must be installed for cable, satellite and phone protection.
- f) WRVEC shall not be responsible or liable for direct or indirect claims, losses, property damage or personal injury that may occur because of failure of this equipment to perform in accordance with the manufacturer's specifications.

White River Valley Electric Cooperative specifically disclaims all warranties with respect to the equipment including any implied warranties of merchantability or fitness for particular purpose.

The full agreement between member and WRVEC is set forth herein. This agreement shall be governed in accordance with the laws of Missouri.

I have read and understand all sections as it relates to this service agreement and agree with the terms and conditions as stated. I have also been provided the warranty information for the meter socket suppressor (SYC-240-A or B).

Member Name _____

Member Signature _____ **Date** _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Phone _____ **Account Number** _____

WRVEC Representative _____ **Date** _____

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Addendum One

Although the surge protection program does provide an additional level of protection for your home against surge related damages, there are certain items that are not covered by the surge company's insurance program as it relates to surge claims. Items that **are not** covered by the surge program include, but are not limited to:

- Security systems
- Intercoms
- Doorbells
- Irrigation / Sprinkler systems
- Ceiling Fans
- Medical equipment of any kind, including oxygen machines
- Electronics on Water Softner
- Electronic Gates

*******Wells need to have a direct wire unit installed (SYC-120/240TC) in order to be protected. Wells ARE NOT protected by the primary surge protection at the meter base.***

Please contact the cooperative if you have questions regarding items that may not be covered by the surge protection program.