

## **Meter Socket Surge Protector Agreement**

First Electric Cooperative Corporation (hereinafter referred to as FECC) whose address is P.O. Box 5018, Jacksonville, Arkansas 72078, hereby agrees to provide:

The following: One meter mounted transient voltage surge suppressor. The meter mounted surge suppressor is **NOT TO BE REMOVED BY CUSTOMER**. The meter mounted surge suppressor will remain the property of FECC.

Customer will pay FECC the sum of \$5.00 per month for the meter mounted surge suppressor service. This will be invoiced on the customer's monthly utility bill and subject to the terms and conditions of the Transient Voltage Surge Suppression Service Schedule, with payments to commence upon first billing issued following the date of installation and continue month to month thereafter unless otherwise terminated by either party upon three (3) days notice.

Customer agrees to receive Transient Voltage Surge Suppression Service for a minimum of 12 months. If prior to the end of the 12 month period, the customer sells or vacates the premise, or if the name of the account changes, then FECC shall bill the customer for the remaining unpaid months.

The Customer understands that:

1. The equipment will not protect against direct or indirect high-energy lightning strikes beyond the manufacturer's rated energy absorption level.
2. The equipment is only PART of a transient voltage surge protection system and that ADDITIONAL in-house protections may be required to protect sensitive equipment.
3. The meter socket protection is strictly for POWER LINE transient voltage surge suppression and any additional surge protection equipment chosen will only protect to the manufacturer's rated capacity. No equipment will protect against a direct lightning strike.
4. FECC by making available this equipment is not implying or guaranteeing that the customer's electrical equipment will not be damaged in the future by surges of any kind.
5. Additional outlet protectors are required to protect equipment such as computers, computer modems, TV's, VCR's, stereos and other equipment that contain sensitive electronic components. Equipment connected to the outside entities (such as telephone or cable TV) should have added protection since surges can enter through these lines.
6. FECC shall not be responsible or liable for direct or indirect claims, losses, property damage or personal injury which may occur because of the failure of this equipment to perform in accordance with the manufacturer's specifications.
7. The equipment is manufactured with a warning light that gives off a soft glow as an indication that the equipment is operating properly. The customer agrees to monitor the equipment at the meter base and to notify FECC if the warning light stops working or if the customer suspects any type of defect. FECC will replace defective Transient Voltage Surge Suppressors.

**FIRST ELECTRIC COOPERATIVE CORPORATION SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The full agreement between FECC and the CUSTOMER is set forth herein. This agreement shall be governed in accordance with the laws of Arkansas.