

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by, and between RAPPAHANNOCK ELECTRIC COOPERATIVE (hereinafter referred to as "REC") and \_\_\_\_\_ (hereinafter referred to as "Customer").

WITNESSETH: That for and in consideration of \$\_\_\_\_\_ per month to be paid by Customer to REC, REC agrees to provide HomeGuard Surge Protection System (installation and leasing of the meter base adapter service entrance device (MB-SED), a inspection of the home's external grounding system and delivery of basic HomeGuard Starter Kit containing Surge Protectors) and claims handling subject to the following terms and conditions:

**Contract Terms and Conditions**

This agreement is between Rappahannock Electric Cooperative (REC) and the signer of this document. The customer acknowledges that he/she understands and agrees to abide by these terms and conditions for a minimum of \_\_\_\_ year(s), the term date. After the initial contract period, the agreement shall automatically be renewed on a month to month basis until terminated by either party.

1. Prior to installation of the Meter Base Adapter Service Entrance Device (MB-SED), REC's designated representative will inspect the home's external grounding system to verify that a proper external ground exists at the service entrance. If REC's representative should determine that any of the home's electrical grounding system or wiring is inadequate for the proper installation of the Wall Mount Surge Protectors (PI-SSD's), REC reserves the right to refuse installation until such time as the necessary corrections are made.
2. The MB-SED can only be installed, serviced and/or removed by REC's designated representative.
3. The MB-SED is a part of the sealed electric meter and shall remain the property of REC. The standard MB-SED is equipped with an audible alarm which will activate should the MB-SED require service. If this occurs, contact Rappahannock Electric Cooperative at 800-552-3904.

**Meter Base Adapter Service Entrance Device (MB-SED) Coverage**

Standard "white appliance": Washers, Dryers, Freezers, HVAC units, Dishwashers, Garbage Disposals, Electric Range, Microwave, Built-in Range, and Refrigerators.

External HVAC units are covered if it's determined that the surge originated from the main circuit panel due to the MB-SED failure. If a specific "white appliance" is not listed above, then the general determination for warranty coverage is that the appliance must be a "motor drive load" within the structure where the MB-SED is installed. (MB-SED Manufacturer will make the final determination).

**Meter Base Service Entrance Device (MB-SED)**

Exclusions Items expressly listed in the coverage are the only devices covered.

4. The customer has been supplied with a Plug-In Surge Suppression Device Starter Kit (PI-SSD) at the time of MB-SSD installation. It is the customer's responsibility to see that the PI-SSD's are properly installed in accordance with the installation guide provided in the kit in order to validate the warranty. After the customer satisfies the \_\_\_\_ year(s) agreement, ownership of the PI-SSD's will transfer from REC to the customer. REC reserves the right to retrieve the PI-SSD's if the term of this agreement is not satisfied. For warranty information or to obtain assistance with installation of your PI-SSD's, please call REC at 800-552-3904.

**Plug-In Device Coverage Special Notes**

Important: Medical and life support systems are excluded from the warranty coverage and the manufacturer does not recommend using plug-in protection devices to protect medical and life support systems or equipment that requires a continuous flow of electricity. Downline plug-in warranty coverage is applicable to home office and commercial equipment where the HomeGuard® MB-SED is installed. Plug-in security systems are eligible for warranty coverage. Plug-ins need a three wire "ground" system for connected product coverage. **Surges often enter and damage equipment through phone, cable TV, TV antenna, and data communications lines. The HomeGuard® customer must plug the electronic device directly into the HomeGuard® surge protector device in order to validate the manufacturer's warranty for properly connected equipment.**

5. Charges will be billed on the customer's regular monthly electric bill in the amount of \$\_\_\_\_\_ and shall be considered due upon the same date as the electric service. A one time fee of \$\_\_\_\_\_ will be charged for the installation of the MB-SED.

6. If you move to another home within REC's service area prior to the end of the term date, you may transfer the protection services for the remaining period of the agreement or pay the unbilled balance. In addition, a fee will be billed on the customer's electric bill for the installation of the MB-SED at the new location.
7. If you elect to discontinue protection services prior to the end of the term date, you will be responsible for the unbilled portion of the protection services. A standard disconnect fee will be charged when the HomeGuard® service is disconnected due to non-payment of electrical service.
8. If the protection service is terminated and the MB-SED is left at your electric service, REC disclaims all liability related to the MB-SED after the termination.
9. EFI Electronics, Inc. is responsible for providing repair or replacement of the devices specified in this agreement in accordance with the manufacturer's warranty for as long as this agreement is in effect. Note: Should repair or replacement of any PI-SSD's become necessary, it is the customer's responsibility to contact REC at 800-552-3904 for replacement PI-SSD's.
10. The HomeGuard® customer acknowledges that he or she will have a maximum of 30 days, from the day of the event, in which to file a completed HomeGuard® warranty claim (including submission of all damaged surge protectors, repair estimates, purchase receipts, and a fully completed HomeGuard® Downline Warranty Claim/Authorization Form) to REC for reimbursement.
11. The customer understands all PI-SSD's purchased from REC shall be used in conjunction with a MB-SED. If the customer discontinues the HomeGuard® protection services and the customer's electronics or appliances are protected by a PI-SSD only and suffers surge or lightning damage, the customer's homeowner's insurance becomes the primary carrier. EFI Electronics (HomeGuard® manufacturer) will cover the deductible only on the customer's homeowner's insurance.
12. By signing this agreement, the customer acknowledges that REC makes no warranties or guarantees of any kind, expressed or implied, to the customer with regard to the PI-SSD's or to the customer's property or equipment. The customer shall hold REC harmless in connection with the operation, service, and installation of the PI-SSD's. In the event the protective effectiveness of the PI-SSD's should be interrupted or fail for any reason, it is EFI Electronics' obligation to repair or replace the PI-SSD(s) in accordance with the warranty from EFI Electronics. Such interruption or failure shall not constitute a breach of this agreement, nor shall REC, its officers, directors or employees be liable to the customer or to third parties for any damages that might result from such interruption or failure. As a member leasing/purchasing these surge protector devices, I agree to the terms and conditions of this contract.

The customer acknowledges that he/she understands and agrees to abide by these terms and conditions for a minimum of: One (1) \_\_\_\_ year or Two (2) \_\_\_\_ years, the term date. After the initial contract period, the agreement shall automatically be renewed on a month to month basis until terminated by either party.

Witness the following signatures and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Installed HomeGuard® Surge Protection System**

Starter Kit(s):  1  2      Meter Base Adapter:  1  2

Additional devices \_\_\_\_\_

Payment  Check \$ \_\_\_\_\_  Bill Electric Account \$ \_\_\_\_\_

REC MEMBER ACCOUNT # \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

<p style="font-size: 2em; margin: 0;">X</p> <p>MEMBER SIGNATURE _____</p>	<p>DATE _____</p>
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