

SURGE GUARD PARTICIPATION AGREEMENT

This agreement is between Palmetto Electric Cooperative, Inc. (PECI) and the customer-signer of this document. The Customer acknowledges that he/she understands and agrees to abide by these terms and conditions for a minimum of three (3) years. After the initial three (3) year period the agreement shall automatically be renewed on a month-to-month basis until terminated by either party.

1. Palmetto Electric Cooperative, Inc. shall install a Meter Base Surge Protector Device (MB-SPD), as well as other SPDs (phone, cable, etc.) that the customer selects and related materials at the service address.
2. Prior to installation of the MB-SPD, a PEGI designated representative will inspect the home's external electrical grounding system to verify that a proper external safety ground exists at the service entrance. If the utility's representative should determine that any of the building's electrical grounding system or wiring is inadequate for the proper installation and operation of the MB-SPDs, PEGI reserves the right to refuse installation until such time as necessary conditions are made correct.
3. The MB-SPD can only be installed, serviced, or removed by a PEGI designated representative. The MB-SPD is an integral part of the sealed electric meter or adjacent equipment and shall remain the property of Palmetto Electric Cooperative, Inc. PEGI may periodically inspect, perform maintenance, and/or upgrade MB-SPD as needed to ensure proper operation.
4. A monthly fee for the MB-SPD system plus fees for any additional SPDs selected will appear as a separate line item on your electric bill and will be included in the total amount due to Palmetto Electric. Non-payment of this fee will be considered the same as nonpayment of the customer's monthly electric bill and will entitle Palmetto Electric to discontinue electric service to the customer in accordance with established collection procedures. Payments must be current before any repairs, replacements, or warranty coverage will be in effect.
5. If the customer moves and/or closes his account, he may transfer this service to another location or cancel this agreement without penalty.
6. If the customer elects to discontinue this surge protection service (MB-SPD) prior to the term date, the customer will be required to pay an Exit Fee of \$100. Customer must submit a written request to cancel this service.
7. In all cases involving termination, PEGI reserves the right to reclaim and retrieve the MB-SPD and related materials. If the surge protection service is terminated and the MB-SPD is left attached to the electric service, PEGI denies all liability and warranty related to the MB-SPD after the termination.
8. PEGI reserves the right to terminate the Surge Guard Program and this agreement within 30 days of written notice. Furthermore, PEGI reserves the right to modify this offering at any time.
9. In the event of any problem or failure of the installed MB-SPD, the customer shall notify PEGI. PEGI or its agent may inspect all damaged appliance(s), premises' wiring, and any other electrical equipment located at the premises.
10. Any warranties provided are from the MB-SPD and other SPD manufacturers ([available upon request](#)) and are provided to the customer for as long as the service remains in effect. The manufacturer's warranties do not cover nor will PEGI be responsible for damages resulting from near direct lightning strikes or interruptions of the electric service. PEGI makes no warranties, expressed or implied, regarding the installation or function of any of the SPDs. The customer understands that the MB-SPD is strictly a power line surge suppressor and will not prevent damage from power surges which enter the building through telephone wires, cable or satellite television wires, antennas, outside branch

circuits or other paths or from prolonged over or under voltage events. The customer shall hold PECE harmless in connection with the operation, service, and installation of all SPDs. Customer shall hold PECE harmless for the cost of any service call from the phone or cable company that relates to an SPD. In the event the protective effectiveness of the MB-SPD should be interrupted or fail for any reason, PECE's obligation shall be to repair or replace the MB-SPD(s) in accordance with this agreement. Such an interruption or failure shall not constitute a breach of this agreement, nor shall PECE, its officers, directors or employees be liable to the customer or to third parties for any damages which might result from such interruption or failure.

11. Customer understands MB-SPD is not a lightning protection system and under no circumstances will PECE guarantee performance against a direct or nearby lightning strike. Customer acknowledges that Surge Guard is NOT an insurance program. * Electric meter or main disconnect as well as the telephone, cable, or satellite connection points must be located on the exterior of the building. Primary protection options include installation and a grounding inspection.

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