

Dawson Public Power District

AGREEMENT FOR SURGE PROTECTION

Date of Agreement: _____ is made by and between Dawson Public Power District, hereinafter referred to as "Utility" and the Customer, hereinafter referred to as 'Customer' listed immediately below:

Customer Name: _____ Phone: _____
Address: _____ ty: _____
Zip Code _____ Legal Description: _____ Ac # _____



1. Parties to This Agreement. The Customer subscribes to the Utility’s Surge Protection Service formally called HOME GUARD PLUS. The Utility is duly licensed by the laws of the State of Nebraska and engaged in the business of electric distribution services and elects to provide power quality products through this contract to Customers.

2. Services to be Provided. During the length of this contract, the Utility shall serve the Customer and perform any and all services in surge protection matters (as outlined by HOME GUARD PLUS) as the Customer requires in connection with the Customer's business including the testing of grounds, installation of meter socket adaptor, guidance on the installation of in-house devices provided with the introductory kit, and general questions related to surge protection. The Utility will also provide advisory services to the Customer when requested.

3. Payments to Utility. The Customer agrees to pay the Utility for services at the following rates: \$7.85 per month plus \$70.00 installation fee. If monthly payment for surge protection is included on the same check as the Customer’s monthly electric payment, the surge protection payment shall be applied first.

4. When Payments Are Due. The Utility shall bill the Customer on a regular basis for services rendered which bills will be due and payable upon receipt.

5. Term of Agreement. This agreement shall become effective _____ and shall continue in effect for a minimum of 12 consecutive months or until terminated in accordance with this agreement.

6. Limits of Liability. Utility is not responsible for interruptions of service due to atmospheric or other interferences and all other events beyond Utility’s control, including but not limited to, acts of God, war, government regulation, disaster, strikes, civil disobedience or other emergency which makes it impossible to provide services.

7. Termination of this Agreement. Either party on fifteen (15) days notice to the other party may terminate this agreement. All such notices shall be by certified mail or delivered personally. Upon termination, the remainder of the monthly fees to cover the initial cost of installing the surge equipment and the equipment cost shall be due and payable within 30 days of termination.

8. Entire Agreement. This contract expresses the entire agreement between the Customer and the Utility regarding this matter. This agreement can only be modified with another written agreement signed by both the Customer and the Utility. This agreement shall be binding upon the Customer and the Utility and their respective heirs, legal representatives and successors in interest.

9. Legal Fees. If either party brings a lawsuit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

