

**Medina Electric Cooperative, Inc.
TESCO Surge Suppression Program
Lease/Purchase Agreement**

Terms of Lease

The undersigned member requests that Medina Electric Cooperative (hereinafter called Cooperative) furnishes the TESCO surge suppression devices (SSD's) and agree to lease devices at the agreed mount from the Cooperative for a period of 3 years. After the initial 3-year period, this agreement shall be automatically renewed on a month-to-month basis at the current program rate unless terminated by either party. The monthly lease charges shall be applied to and specified on the member's monthly electric bill. Should the member discontinue electric or surge suppression service prior to the completion of the initial 3 year term of this agreement, all leased plug-in SSD's must be returned to the Cooperative or all unpaid charges for the initial 3 year period shall immediately become due and payable. The Cooperative will remove the meter-base surge suppression device (MB-SSD) and the manufacturer warranties will be void.

Agreed amount for the initial period shall be \$6.64 per month plus applicable taxes.

Terms of Purchase

Any SSDs purchased from the Cooperative shall paid for in advance, or with approve credit may be paid for in up to (3) monthly payments included with the members electric bill. Should the member discontinue electric service before all payments have been made, or in the event of non-payment, the remaining balance of the purchase price shall immediately become due and payable. Bills are due and payable upon receipt and considered delinquent if payment is not received along with current monthly electric payment. In event of non-payment, the cooperative will remove the MB SSD and all manufacturer warranties will be void.

Conditions of Service

1. Before the installation of the MB SSD, the cooperatives' designated representative will inspect the home's external grounding system to verify that a proper external safety ground exists at the service entrance. If the Cooperative's representative should determine that any of the home's grounding system or wiring are inadequate for the proper installation of the MB-SSD the Cooperative reserves the right to refuse installation until necessary corrections are made.

Note: If the Cooperative's representative determines that any of the electrical grounds or wiring are inadequate for the proper installation of the SSD's, then the Cooperative reserves the right to refuse to lease, sell or install these SSD's until such time as necessary corrections have been made. Should this occur and the member decides not to make the necessary corrections, the distributor will refund any money paid by the member for the SSD's and thee agreement will be cancelled.

Note: It is the responsibility of the member to contract with a qualified electrician for installation of any and all hard-wired devices that might purchase from the cooperative.

2. The MB-SSD can only be installed, serviced or removed by the designated Cooperative representative. The MB-SSD is an integral part of the sealed electric meter and shall remain the property of the Cooperative. The Cooperative shall select the design and manufacturer of MB-SSD.
3. All leased and purchased plug in SSD's shall be used in conjunction with MB-SSD or a designated substitution at all times in order to validate the manufacturer's warranty.
4. The member acknowledges receiving a copy of any manufacturers warranty statement applicable to all devices whether purchased or leased. The Member understands that all warranties are provided by the manufacturer and agrees to hold the Cooperative harmless in connection with the operation, service and installation of the SSD's. In the event the protective effectiveness of these devices should be interrupted or fail for any reason, the Cooperative's obligation shall be to repair or replace the SSD's in accordance with this agreement. Such interruption or failure shall not constitute a breach of this agreement, nor shall the Cooperative, it's officers, directors or employees be liable to the member or to third parties for any damages which might result form such interruption or failure.
5. By signing this agreement, the member acknowledges that the Cooperative makes no warranties or guarantees of any kind, expressed or implied, to the member with regard to the SSD's or to the members property or equipment.

Member's Signature _____ Date _____

FOR COOPERATIVE USE:

Equipment SN _____

Cooperative Representative _____

Account Number _____

Map Number _____