

Medina Electric Cooperative, Inc.
GenerLink Lease Agreement

Terms of Lease

The undersigned member requests that Medina Electric Cooperative, Inc. ("MEC") furnish and install a GenerLink generator transfer switch ("GenerLink") at the location specified below and agrees to lease this device from MEC for the minimum period of one year at the applicable monthly rate. After the initial one-year period, this agreement shall automatically renew on a month-to-month basis unless terminated by either party by providing at least 30 days' written notice. Any charges under this lease agreement shall be applied to the member's monthly bills and, if applicable, final bill, from MEC. Should the member discontinue electric or GenerLink service prior to the completion of the initial one-year term of this agreement, all unpaid charges for the initial one-year period shall immediately become due and payable, MEC will remove the GenerLink, and any manufacturers' warranties will be void.

GenerLink 40 with Surge Protection – \$15.00 per month, plus any applicable taxes or governmental charges

Additional Terms and Conditions

1. The member understands that the GenerLink is an integral part of MEC's electrical service and can only be installed, serviced, or removed by a MEC authorized representative. Upon expiration or termination of this agreement for any reason, the member shall permit MEC to remove the GenerLink. MEC is responsible for repair or replacement of the GenerLink specified in this agreement for as long as this agreement is in effect. The member shall use the GenerLink solely for the use contemplated by the manufacturer thereof and in compliance with all laws, rules and regulations of every governmental authority having jurisdiction over the GenerLink or the member.
2. The member will be in default under this agreement if the member fails to make any payment when due or breaches any other obligation under this agreement. Upon default of the member, MEC may do any or all of the following: (a) cancel this agreement; (b) accelerate and require immediate payment, as liquidated damages, of any payments due under this agreement, whether accrued or due in the future; (c) require return of the GenerLink; and/or (d) pursue any other remedy at law or in equity. The member waives any notice of repossession or disposition of the GenerLink. By repossessing the GenerLink, MEC does not waive its right to collect any balance due under the agreement. The member shall pay all costs incurred by MEC, including attorneys' fees, in enforcing its rights under this agreement.
3. MEC MAKES NO, AND DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE GENERLINK, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP, ITS QUALITY, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. MEC LEASES THE GENERLINK "AS IS," "WHERE IS" AND "WITH ALL FAULTS." THE MEMBER AGREES THAT MEC SHALL NOT BE LIABLE TO MEMBER OR ANY THIRD PARTIES FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE GENERLINK OR ITS INSTALLATION, USE OR FAILURE. The member shall reimburse, hold harmless, and defend MEC against any costs, damages, or liability, including reasonable attorneys' fees, in connection with the operation, service and installation of the GenerLink. In the event the GenerLink should fail for any reason, MEC's sole obligation shall be to repair or replace the GenerLink in accordance with this agreement, and such failure shall not constitute a breach of this agreement. The member shall be liable to MEC for any damage due to the misuse of the GenerLink by the member.
4. MEC shall have the right, upon sixty (60) days' written notice to the member, to adjust the monthly charge associated with this agreement.
5. The member may not assign or transfer the GenerLink or this agreement without the prior written consent of MEC. MEC may sell, assign or transfer all or any part of this agreement and/or the GenerLink. Any failure or delay on the part of MEC to exercise any remedy or right under this agreement shall not operate as a waiver.

As the member leasing a GenerLink, I agree to the terms and conditions of this agreement.

Member's Name: _____ Member's Signature: _____

Account Number: _____ Date: _____

Location: _____

MEC Representative: _____

Equipment Information: (to be filled out by MEC representative) Module#: _____