City of Independence
Power & Light Department

POWER SURGE PROTECTION SERVICE AGREEMENT

POWER QUALITY EQUIPMENT PACKAGE:

- Whole house surge protection service, * Base Monthly Charge: $4.95.
- Grounding electrode (if needed); optional installation by IPL, $50.

  * Base monthly charge does not include applicable sales and use tax and is subject to revision. Charge for grounding electrode is not included.

The Customer (Customer) requests Independence Power & Light (IPL) to furnish the facilities described above and hereby agrees to take and pay for the same in accordance with and subject to the above noted charges. The grounding electrode, if installed by IPL, becomes property of the customer and is not subject to the following conditions:

In consideration of supplying and maintaining said whole house surge arrester (device), the Customer hereby grants to IPL the right to install, operate, and maintain upon or remove from the premises located at the service address set forth above, its device described above, together with the rights of ingress and egress to and from said device. All fixtures, equipment and material used in the installation, operation, and maintenance of said device shall remain at all times the property of IPL.

In the event the protective effectiveness of the device should be interrupted or fail for any reason, IPL shall repair or replace its device installed pursuant to this application within a reasonable time after actual notice of the condition is received by IPL, and such interruption or failure shall not constitute a breach of this agreement, nor shall IPL or its directors or employees, be liable to the Customer or to third parties for damages that may occur during such interruption or failure.

The Customer Understands that the Whole House Surge Protection Device:

(A) Is an integral part of the electric meter, and agrees that it can be removed only by qualified IPL employees.

(B) Will not protect against direct or indirect lightning strikes beyond the manufacturer's rated energy absorption level.

(C) Is strictly a power line surge suppressor, and as such will not protect the structure, telephone lines, cable television line, antennae, or people against lightning strikes of any kind

(D) May not provide adequate protection to sensitive electronic equipment (additional point-of -use surge protection devices are recommended for this type of equipment).

TERMS AND CONDITIONS

Independence Power & Light and Customer agree that IPL will provide meter based surge protection to Customer under the following terms:

Installation. A whole house surge arrester (device) will be installed by IPL or its contractor at the electric meter at Customer's residence.

Monthly Charge. Residential customers will pay a monthly charge of Four Dollars and Ninety-Five Cents ($4.95) including gross receipts tax of 9.08% plus applicable sales or use tax on the same date other utility services payments are due.

Terms:

The initial twelve month period. The Agreement will become effective the date the Customer signs the agreement and will continue for a minimum term of twelve (12) months from the date of installation of the device. Customer will pay a $25.00 removal charge if Customer cancels the Agreement in the initial twelve (12) month period.

Automatic renewal after twelve months. After the initial twelve (12) month period, the Agreement shall continue from month to month until Customer or IPL cancels the Agreement by notifying the other party in writing. There shall be no removal charge if the Agreement is canceled after the initial twelve (12) month period.

Cancellation. A cancellation of this Agreement by either customer or IPL shall be without prejudice to the rights or remedies of either Customer or IPL under this Agreement. If the device remains in place during any portion of a period for which the monthly charge is due, Customer shall pay the entire monthly charge for that period. Upon cancellation, IPL will remove the device from the meter.

Surge Protection Guarantee. If a power surge passes through the device and damages appliances or electronics equipment, IPL will be responsible for up to Five Thousand Dollars ($5,000) for the collective damage to the appliances or electronics equipment, except that IPL will not be responsible for damage (1) to appliances or electronics equipment not owned by Customer, (2) to property of Customer that, in IPL's sole and reasonable discretion, does not constitute an appliance or electronics equipment, (3) to Customer's residence, (4) to products, materials, data or information used or stored in an appliance or electronics equipment, (5) caused by a surge which has not passed through the device, (6) caused by a direct lightning strike to Customer's premises, or (7) caused by the improper installation of the grounding electrode system as regulated by the standards in the National Electrical Code. IPL's liability will be limited to repair or replacement, at IPL's sole discretion, of the damaged appliances or electronics equipment, and IPL will not be responsible for personal injury, for other property damage or for Customer's consequential damages. Customer individually and on behalf of its insurers waives all rights of subrogation against IPL.

IPL's Rights of Inspection. IPL will have an immediate right to inspect the device and customer's appliances or electronics equipment should Customer inform IPL that a power surge has passed through the device, and Customer shall make its premises available to IPL or its contractors for such inspection.

Customer's Responsibilities. IPL shall have continuous access to the device, which is owned by IPL and installed at the meter. Although IPL has general responsibility for maintaining and servicing the device, customer will be liable to IPL for any damage to the device including, without limitation, damage caused by Customer's misuse or abuse of the device or caused by removal, transfer, or tampering with it, by vandalism, or by an Act of God, except that Customer will not be liable for damage to the device from a power surge passing through it. If the residence is not properly grounded, a grounding electrode may be installed by IPL at a cost of $50 to the Customer. The Agreement shall be automatically cancelled if the device is damaged other than by a power surge passing through it, and IPL will have no obligation to replace the device. Customer shall maintain information about the make, model, age, and cost of Customer's appliances or electronics equipment, and shall provide that information to IPL upon IPL's request. Customer shall cooperate with IPL and provide IPL with all information IPL requests of Customer for IPL to assert a breach of warranty claim against the manufacturer should IPL determine that the device has failed.

Default. If Customer violates any provision of the Agreement, IPL may cancel this Agreement immediately and Customer will be liable to IPL for the attorney's fees and expenses of IPL or its collection agent in enforcing the Agreement or in gaining access to the device.

Miscellaneous. The Agreement shall be governed by the laws of the state of Missouri. The Agreement may be modified only in a written document signed by both parties. IPL and Customer intend this Agreement to be a final expression and a complete and exclusive statement of the terms of their agreement, superseding all prior agreements and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of the Agreement is invalid, such provision shall be deemed omitted, but the remaining provisions of the Agreement shall be given full force and effect.

This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between IPL and the Customer, made in respect to matters herein contained, and constitutes the entire agreement between IPL and the Customer. Customer agrees that IPL is not responsible for any damage from weather or lightning related incidents to any property owned by the Customer.

City of Independence

Power & Light Department

Power Surge Protection Service

To sign up for Independence Power & Light's Power Surge Protection Service, complete the application form below and return it to IPL.

Mailing address: Independence Power & Light
Power Surge Protection Program
P.O. Box 1019
Independence, MO 64051-0519

The cost of the service is $4.95 per month, which will be added to your utility bill. Once your application form is received, IPL will check to make sure your residence is properly grounded. If it is not properly grounded, you can request that IPL install a ground rod at a cost of $50, which will also be added to your utility bill.

IPL's Power Surge Protection only protects against power surges coming through electric lines. To protect against surges coming through cable and telephone lines, it is necessary to use point-of-use surge protection devices, in addition to IPL's surge protection device.

By signing and returning the attached form, you agree to the terms and conditions of the Power Surge Protection Agreement.

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