



CITY OF CLEWISTON, UTILITY DEPARTMENT

SURGE PROTECTION PARTICIPANT AGREEMENT

Customer Information

Name: _____ Date: _____
 Service Address: _____ Account Number: _____
 City/State/Zip: _____ Phone number: _____

Meter Based Primary Surge Protection* - First line of defense for your home or building.

- MAP Series (Equipment) \$9.95/month. . . . [](check here)
 Standard meter base: up to 400 amps, 120/240v single phase

Point-of-Use Surge Protection – Secondary protection for valuable electronics.

- Tripp Lite PROTECT IT! TLP31SAT (POU) \$ 22.44 x _____ = \$ _____
 7% Florida Sales Tax = \$ _____
 TOTAL = \$ _____

Customer received POU Device _____ (please initial)

Surge Protection Participant Agreement:

I have read and understand the Surge Protection Participation Agreement (see back) and agree to the terms and conditions set forth. I further understand that a monthly fee for the Equipment will appear as a separate line item on my electric bill and will be included in the total amount due to the City of Clewiston Utility Department.

Customer's signature

City Utility Representative

OFFICE USE ONLY

Equipment Info

Date _____
 ID # _____
 Model # _____
 Installer _____

Meter #: _____

Grounding Inspection

Rod/Clamp [] _____
 Notes _____

* Surge Protectors will not protect your home from direct lightning strikes. This surge protection program is NOT an insurance program.

SURGE PROTECTION PARTICIPATION AGREEMENT

This Agreement is between the City of Clewiston (City) and the customer who is the signer of this document (Customer). The Customer acknowledges and agrees to abide by the terms and conditions of this Agreement **for a minimum of two years**. After the initial two year period, this Agreement shall automatically be renewed on a month to month basis until terminated in writing by either party.

1. The Customer understands that the Meter Based Surge Protection Device (Equipment) will not protect the home from direct lightning strikes or interruptions of service, nor will it protect from electrical surges that enter the home through sources other than electric lines, such as phone lines, cable or satellite television wires, antennas, outside branch circuits or other paths or from prolonged over or under voltage events.
2. This Agreement will be administered by the City of Clewiston Utility Department (City Utility). The City Utility shall install the Equipment at the service address.
3. Prior to installation of the Equipment, a City Utility representative will inspect the building's external electrical grounding system to verify that a proper external safety ground exists at the service entrance. The City reserves the right to refuse installation if either the building's grounding system or wiring is deemed inadequate.
4. The Equipment can only be installed, serviced or removed by a City Utility representative. The Equipment is an integral part of the sealed electric meter or adjacent equipment and shall remain the property of the City.
5. Upon the signing of this agreement, the City shall provide the Customer, one time at no cost, an internal point-of-use plug-in device (POU Device), the number and type of devices being at the sole discretion of the City Utility.
6. A monthly fee for the Equipment will appear, as a separate line item, on the Customer's electric bill and will be included in the total amount due to the City Utility. Non-payment of this fee will be considered the same as nonpayment of the Customer's monthly electric bill and will entitle the City Utility to discontinue electric service to the Customer in accordance with established collection procedures. Payments must be current before any repairs or replacements will be scheduled by the City Utility.
7. If the Customer moves and/or closes his account, he may transfer this service to another location or cancel this Agreement without penalty.
8. If the Customer elects to discontinue this surge protection service, prior to the end of the current term, the Customer will be required to pay an *Exit Fee* of \$100. Customer must submit a written request to cancel this service.
9. The City reserves the right to terminate this surge protection service and this Agreement with thirty days of written notice.
10. Any warranties provided are from the Equipment and POU Device manufacturers (available upon request). All decisions on warranty claims will be made exclusively by the manufacturer in accordance with their terms and conditions. The City DOES NOT offer any warranty for a product or warranty against damage caused by electrical surges and cannot be held responsible for any coverage offered by the POU Device manufacturer. The City makes no warranties, expressed or implied, regarding the installation or function of any of the Surge Protection Devices. *In no event shall the City be responsible or liable for direct or indirect claims, losses, property damage or personal injury which may occur because of the failure of any surge protection device to perform in accordance with the manufacturer's specifications.* The City **DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
11. In the event the protective effectiveness of the Equipment should be interrupted or fail for any reason, City's obligation shall be to repair or replace the Equipment in accordance with this Agreement. Such interruption or failure shall not constitute a breach of this Agreement, nor shall the City of Clewiston Utility Department, the City, 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.
12. Customer acknowledges that this surge protection program is NOT an insurance program.