

ELECTRICAL DISTRICT NO. 4

AGREEMENT FOR PURCHASE AND INSTALLATION OF SECONDARY SURGE ARRESTER

This Agreement for the purchase and installation of a secondary surge arrester (“Surge Arrester”) is made and entered into this ____ day of ____, 20__, by and between Electrical District No. 4 of Pinal County (“ED4”) and the undersigned electric service customer (“Customer”). In consideration of the mutual covenants set forth herein, ED4 and the undersigned Customer hereby agree as follows:

1. Surge Arrester. ED4 agrees that it will provide and install a Surge Arrester at the residence or business at which ED4 provides electric service to Customer (“Customer Property”) as provided in this Agreement. The Surge Arrester offered under this Agreement is not limited to one specific product or manufacturer and ED4 reserves the right, in its sole discretion, to select the specific device, make, and model to be installed. Customer agrees that it will pay ED4 for all costs and fees associated with the purchase and installation of the Surge Arrester prior to the installation of the Surge Arrester. Immediately upon the installation of the Surge Arrester by ED4, the Surge Arrester shall become the property of Customer.

2. Installation. Prior to installation of the Surge Arrester, an authorized representative of ED4 shall inspect the external grounding system at the Customer Property to verify that a proper external safety ground exists at the building’s service entrance. If the ED4 representative determines that any portion of the building’s electrical grounding system or wiring is inadequate for the proper installation of the Surge Arrester, ED4 reserves the right to refuse installation until necessary corrections are made by Customer. The Surge Arrester, including all related materials, shall be installed by a representative of ED4 or ED4’s authorized contractor at the electrical service entrance to the Customer Property. ED4 has no obligation to install the Surge Arrester if it determines, in ED4’s sole discretion, that installation of the surge arrester is not reasonably feasible based upon the condition of Customer’s electrical system. Customer hereby grants ED4 the right to enter the Customer Property at any reasonable time to install, service, maintain, and remove the Surge Arrester. The Surge Arrester may be installed, serviced, maintained, or removed only by an authorized representative of ED4. Customer agrees that neither Customer nor any person acting on Customer’s behalf shall install, repair, service, modify, remove, misuse, abuse, or otherwise tamper with the Surge Arrester.

3. Disclaimer of Warranties. ED4 SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING, AS TO, OR ON THE SURGE ARRESTER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer understands and agrees that the Surge Arrester is provided by ED4 “as is” and that Customer’s sole and exclusive remedy shall be limited to the rights and remedies provided under the guarantee or warranty provided by the manufacturer of the Surge Arrester, if any. Customer further understands and agrees that ED4 provides no warranty for the Surge Arrester, either express or implied, as to the condition of the Surge Arrester or its parts or accessories, its merchantability or fitness for any particular purpose, or as to any patent or latent

defect in materials, workmanship or otherwise, and that no defect or unfitness shall affect Customer's obligations to comply with the terms of this Agreement. ED4 shall not be responsible in any way for repairing or replacing the Surge Arrester.

4. Limitation of Liability. ED4 shall not be responsible or liable for any property damage, personal injury, or death resulting from or in any way related to the operation or any alleged malfunction of the Surge Arrester. Customer accepts the risk that the Surge Arrester cannot protect against all surges and agrees that the occurrence of a surge or surges shall not constitute a breach of this Agreement by ED4 and shall not give Customer any claim or right of set-off against ED4. Customer further agrees that ED4's liability is limited to its duty to install the Surge Arrester and that ED4's total liability to Customer for any damages under this Agreement shall not exceed the amounts paid by Customer to ED4 under this Agreement. ED4 SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, OR ANY ECONOMIC LOSS.

5. Construction and Effect. This Agreement represents the complete agreement of the parties and may be modified only in writing signed by both parties. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Arizona, and each party irrevocably submits to the process, jurisdiction, and venue of the courts of the State of Arizona, Pinal County, for the purpose of any suit, action, or other proceeding arising out of or relating to this Agreement. If any provision of this Agreement shall be deemed invalid, void, or illegal under applicable law, the remaining provisions of this Agreement shall be unaffected and remain in full force and effect.

6. Assignment. The covenants, rights, and obligations set forth in this Agreement shall inure to the benefit of and bind ED4 and Customer and their respective heirs, executors, legal representatives, assigns, successors-in-title to Customer's property (including any portion thereof), and all those (including mortgagees and tenants) now and hereafter holding under Customer.

I hereby acknowledge that I have read and understand this Agreement and accept the terms and conditions set forth herein. I further acknowledge that I have been provided with the manufacturer's specifications and any manufacturer guarantee or warranty information for the Surge Arrester and understand that only the manufacturer of the Surge Arrester may be held responsible or liable for any potential claims related to or arising out of the operation and performance of the Surge Arrester, not ED4.

Customer

Date

ED4

Date