



Butler REC

Meter Socket Surge Arrester Lease Agreement



Terms of Lease

The undersigned customer requests that Butler REC (hereinafter called the distributor) furnish the Meter Socket Surge Arrester (MSA), which will include one or more of the following: a meter base or service entrance surge suppression device, (serial numbers located at the bottom of this document) and agrees to lease this/these devices from the distributor for the minimum period of 1 year at **\$5.99 Per Month Per Device**. A \$50.00 one time installation charge will be billed to the customer for the installation of the service entrance devices. After the initial 1 -year period, this agreement shall be automatically renewed on a month-to-month basis until either the customer or distributor cancels the agreement by notifying the other party. The monthly lease charges shall be billed to the customer along with any other service received from the distributor on a monthly bill. Should the customer discontinue MSA service prior to the completion of the initial 1-year term of this agreement, all unpaid charges for the initial 1-year period shall immediately become due and payable and all leased equipment specified in this lease agreement shall be returned to the distributor. If the service entrance device is located within the building structure the customer agrees to give distributor access to the property in order to remove leased equipment. The distributor will remove the service entrance suppression device and all manufacturer warranties will be void. The distributor is in no way responsible to repair any structural damage to the building structure that was a result of how the service entrance suppression device was installed.

Limited Warranty

See Tesco Limited Product Warranty (attached)

Added Service

Butler REC may also cover up to \$250 of your home owners insurance deductible without the MSA being tripped due to a power surge or lightning strike. The customer must show proof of an approved home owners insurance claim and cause of equipment malfunction. Equipment must be listed in the Tesco Limited Product Warranty to be eligible for any reimbursement under this agreement.

Conditions of Service

1. Prior to installation of the MSA by the distributor's authorized representative, the representative will inspect the home's external electrical grounding system to verify that a proper external safety ground exists at the premises. The customer understands that the MSA is an integral part of the distributor's business and can only be installed, serviced, or removed by the distributor's authorized representative.
If the distributor's representative should determine that any of the home's electrical ground or wiring are inadequate for the proper installation of the MSA, then the distributor reserves the right to refuse to lease or install the MSA until such time as necessary corrections have been made. It will be the responsibility of the customer to contract with a licensed electrician to make the appropriate corrections. Should this occur and the customer decides not to make the necessary corrections, the distributor will refund any money paid by the customer for the MSA and the agreement will be canceled. The distributor will in no way be held liable or responsible for improvements or expenses incurred because of any inspections or recommendations by the distributor which are made as a courtesy to the customer.
3. All leased MSAs specified in the agreement shall remain the property of the distributor, and shall not be removed from the service location except as specified by the distributor. The standard MSA is equipped with service lights which will activate should the MSA require service. If this occurs, contact the Butler REC office immediately. The distributor is responsible for providing repair or replacement of the devices specified in this agreement in accordance with the manufacturer's warranty for as long as this agreement is in effect.
4. By signing this agreement, the customer acknowledges that the distributor makes no warranties or guarantees of any kind, expressed or implied, to the customer with regard to these MSA or to the customer's property or equipment. Any warranties provided are from the MSA manufacturer and are provided to the original lessee or purchaser, as the case may be, for so long as the lessee or purchaser is a customer and this agreement is in effect. The customer shall hold the distributor harmless in connection with the operation, service and installation of the MSA. In the event the protective effectiveness of the MSA should be interrupted or fail for any reason, the distributor's sole obligation shall be to repair or replace the MSA in accordance with this agreement. Such interruption or failure shall not constitute a breach of this agreement, nor shall the distributor, 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. At the time of lease, purchase or installation, the customer acknowledges receiving a copy of any manufacturer's warranty statement applicable to MSA.

The customer understands the MSA will not protect against direct or indirect lightning strikes beyond the manufacturer's rated energy diversion capability and the protected equipment could sustain damage. Protected equipment will still be covered by the MSA manufacturer's warranties.

Please fill out bottom form, detach, and return to: Butler REC - PO BOX 1242, El Dorado, KS 67042

As the consumer leasing the **surge suppression** device, I agree to the terms and conditions of the agreement.

Member Name

Member Signature

Date

Account #

Address

City

Zip Code

Phone Number

Butler REC Rep.: _____

Date: _____

\$5.99 Per Month
Please initial

Source:

☐ Direct Mail

☐ Bill Insert

☐ Other