

# Surge Protection Service Residential Terms & Conditions

## Terms and Conditions Summary

Surge Protection Service (the "Service") is offered by the City of Winter Park to qualified residential customers. As used in this Surge Protection Service agreement, the terms, "we," "us," and "our" mean the City of Winter Park. "You" and "your" mean the customer. "Device" shall mean our meter-base protector or hard-wired service entrance protector. "Plug-in Protectors" shall mean any and all surge protection equipment into which you plug your appliances or electronics. "Supplier" shall mean the manufacturer or distributor of the "Device" or "Plug-in Protectors."

During the term of this Agreement, you agree that you are not the owner of the Device. You agree that you are a lessee of the Device and upon any termination of this Agreement you shall allow us prompt access to your dwelling to reclaim our Device. You agree not to remove, alter or tamper with our Device. You are the owner of the Plug-in Protectors, which you can take with you and use in any future residence.

The Service is offered for an initial term of twenty-four (24) months. The Service shall be automatically renewed on a month-to-month basis until you notify us that you elect to discontinue the service.

Termination by you prior to the end of the initial 24-month term will result in an early termination fee of \$60 assessed to you. After the initial 24-month term, you may cancel at any time without incurring any termination fees by writing or calling us.

We may discontinue the Service at any time with or without notice to you. Should we elect to discontinue the Service after the first twenty-four (24) months, you would be entitled to a refund of any unearned payments made to us. Termination by us within the first twenty-four (24) months of Service shall entitle you to a full refund of any installation fee paid to us.

For the City of Winter Park electric service customers, all charges for the Service will be included on your monthly electric bill. Payment is due by the bill due date. Your first payment for Service will be confirmation of your acceptance of these terms and conditions. Your failure to make payment by due date may result in termination of the Service and may require you to pay the fees and amounts described under "Termination by You" above. Please note the Surge Protection Service is a non-regulated service and your electric services may not be terminated for failure to pay non-regulated charges.

## Limitation of Liability and Customer's Indemnification

You expressly agree to indemnify and hold us harmless from and against any and all liability for loss, damage to property or injury or death to persons in any manner directly or indirectly connected with the Service or use of the surge protection equipment, unless such loss, damage, injury or death is the direct result of our gross negligence. Under no circumstance shall we be liable for indirect, consequential, incidental, special, exemplary or punitive damages. Except for surge-related warranty as detailed herein, under no circumstances shall our total liability under this Agreement exceed the sum of all payments made by you to us under this Agreement. This Section shall survive the termination of this Agreement.

### **Limited Warranty and Claims**

During the term of this Agreement, we will correct any problems associated with the installation of the Device, and we will replace any defective or malfunctioning Device. Plug-in Protectors will be repaired or replaced for 10 years. THE CORRECTION OF INSTALLATION PROBLEMS OR THE REPLACEMENT OF SUCH DEFECTIVE OR MALFUNCTIONING ITEMS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY, AND WE EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SECONDARY DAMAGE, WHICH INCLUDES PROPERTY DAMAGE OR PERSONAL INJURY. Additional warranties are provided by the Supplier as follows: If the Device and/or Plug-in Protectors fail and your appliance or electronics are damaged as a result of that failure, the Supplier will repair, replace or pay for the equipment based on fair market value. The Device warranty covers motors and compressors in major appliances, but does not cover microprocessors or other electronic components. No Supplier warranties apply unless the Device or Plug-in Protector fails due to surge related conditions. The Supplier warranty is secondary to any applicable warranties, service contracts, or other insurance policies held by the homeowner. THE REPAIR OR THE REPLACEMENT OF SUCH DAMAGED ITEMS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY, AND WE EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SECONDARY DAMAGE, WHICH INCLUDES PROPERTY DAMAGE OR PERSONAL INJURY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.