

# Mid-South Synergy Surge Protection Lease Agreement

Mid-South Synergy ("Mid-South Synergy") hereby LEASES unto the Undersigned ("Customer") the Hard Wire Surge Suppression Device ("HW-SSD") for residential surge suppression/protection under the following terms and conditions:

### Terms and conditions of Lease

1. Consideration: Customer agrees to pay the sum of \$25.00 upon execution of this Lease as an installation fee and the sum of \$6.95 per month to be applied to Customer's electric bill during the Initial Term of this Lease.
2. Initial Term: One (1) year from date hereof.
3. Renewal Term: Upon the termination of the Initial Term, this Lease shall continue on a month-to-month basis and Customer agrees to pay a monthly rental of \$6.95 applied to the Customer's monthly electric bill.
4. Termination: After the Initial Term, this Lease may be terminated by either party by giving the other at least thirty (30) days written notice.
5. Early Termination: Should Customer discontinue electric or surge suppression service prior to the completion of the initial 1 year term of this Lease for any reason, all leased HW-SSD's shall be removed and recovered by Mid-South Synergy and all unpaid charges for the initial 1 year period shall immediately become due and payable.
6. Upon the termination of this Lease for any reason, any and all manufacturer's and other warranties of any kind will be void and Customer grants to Mid-South Synergy the right and authority to enter Customer's premises and remove any HW-SSD.
7. See additional terms on reverse.

### Conditions of Service

1. Prior to installation of the HW-SSD, Mid-South Synergy will inspect Customer's residence's external electrical grounding system to verify that a proper external safety ground exists at the service entrance. It is understood by Customer that the HW-SSD is an integral part of the sealed electrical meter, and can only be installed, serviced, or removed by Mid-South Synergy's authorized representative.

NOTE: If Mid-South Synergy should determine that any of the residence's electrical grounds or wiring is inadequate for the proper installation of the HW-SSD, Mid-South Synergy reserves the right to refuse to lease and install the HW-SSD until such time as necessary corrections have been made. Should this occur and Customer decides not to make necessary corrections, Mid-South Synergy will refund any money paid by Customer under the terms of this Lease and this Lease shall be terminated.

2. All leased HW-SSD equipment specified in this Lease shall remain the property of Mid-South Synergy and shall not be removed from the service location except as specified by Mid-South Synergy. Mid-South Synergy will provide repair or replacement of the devices specified in this Lease in accordance with the manufacturer's warranty for as long as this Lease is in effect. NOTE: Should repair or replacement of any HW-SSD become necessary, Customer shall notify Mid-South Synergy in writing within 14 days of the first occurrence of a problem with any HW-SSD. The standard HW-SSD is equipped with an LED indicator which will activate should the HW-SSD require service. If this occurs, contact Mid-South Synergy as soon as possible. Customer grants to Mid-South Synergy access to Customer's residence for maintenance purposes.

3. CUSTOMER WAIVES ALL WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, WITH REGARD TO THE HW-SSD OR CUSTOMER'S PROPERTY OR EQUIPMENT. THE ONLY WARRANTIES PROVIDED ARE FROM THE HW-SSD MANUFACTURER TO THE ORIGINAL LESSEE FOR SO LONG AS THE LESSEE IS A CUSTOMER OF MID-SOUTH SYNERGY AND THIS AGREEMENT IS IN EFFECT. CUSTOMER SHALL HOLD MID-SOUTH SYNERGY HARMLESS FROM ANY LIABILITY FOR ANY DAMAGES THAT MAY ARISE IN CONNECTION WITH THE OPERATION, SERVICE, AND INSTALLATION OF ANY HW-SSD. IN THE EVENT THE PROTECTIVE EFFECTIVENESS OF THE HW-SSD SHOULD BE INTERRUPTED OR FAIL FOR ANY REASON, MID-SOUTH SYNERGY'S SOLE OBLIGATION SHALL BE TO REPAIR OR REPLACE THE HW-SSD IN ACCORDANCE WITH THIS LEASE. SUCH INTERRUPTION OR FAILURE SHALL NOT CONSTITUTE A BREACH OF THIS LEASE, NOR SHALL MID-SOUTH SYNERGY, ITS OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY DAMAGES WHICH MIGHT RESULT FROM SUCH INTERRUPTION OR FAILURE.

THE CUSTOMER ACKNOWLEDGES THE HW-SSD WILL NOT PROTECT AGAINST DIRECT OR INDIRECT LIGHTNING STRIKES BEYOND THE MANUFACTURER'S RATED ENERGY DIVERSION CAPABILITY.

*Written guarantee furnished by the manufacturer for the HW-SSD must accompany this document.*

---

As the Customer leasing these surge suppression devices, I agree to the terms and conditions of this agreement. I have received the written guarantee from the manufacturer of the HW-SSD.

Customer Name \_\_\_\_\_ Address \_\_\_\_\_

Customer Account Number \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Mid-South Synergy Authorized Representative \_\_\_\_\_

HW-SSD Model Number \_\_\_\_\_ Serial Number \_\_\_\_\_

HW-SSD Model Number \_\_\_\_\_ Serial Number \_\_\_\_\_

## REVERSE/BACK PAGE OF LEASE

### ADDITIONAL TERMS OF LEASE

1. **Not a sale** -This Agreement constitutes a lease of the property described the Lease and is not a sale or the creation of a security interest in the leased property. Mid-South Synergy at all times retains sole ownership and title to the leased property, and Customer does not have and will not, at any time, acquire any right, title, equity, or other interest in the property, except the right to possession and use as provided for in this Agreement.
2. **Risk of loss and indemnity** - Customer assumes all risk and liability for the loss of or damage to the leased property and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the leased property. Nothing in this Lease authorizes Customer or any other person to operate any of the leased property so as to impose any liability or other obligation on Mid-South Synergy. Customer agrees to indemnify, defend, and hold harmless Mid-South Synergy, its agents, and employees from all claims, loss, or damage Mid-South Synergy may sustain for any of the following reasons:
  - (a) Loss of, or damage to, any leased property by any cause.
  - (b) Injury to, or death of, any person, including but not limited to agents or employees of Customer.
  - (c) Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any leased property.
3. **Loss of Property** - If any leased property becomes lost, stolen, destroyed, or damaged beyond repair, Customer shall pay Mid-South the reasonable value of such leased property.
4. **Assignment** - Mid-South Synergy may assign this Lease or any rights under it at any time without Customer's consent. If Mid-South Synergy does make an assignment, Mid-South Synergy's assignee shall have all of the rights, powers, privileges, and remedies of Mid-South Synergy set forth in this Lease. Customer may not assign this Lease or any property described in it, or assign any interest in the Lease or property, or sublet any of the leased property
5. **Termination clauses** - CIRCUMSTANCES CONSTITUTING DEFAULT BY CUSTOMER  
Mid-South Synergy may, at its option, declare Customer in default by giving Customer written notice of default on the occurrence of any of the following events:
  - (a) Failure by Customer to make rental payments or perform any other of its obligations as set forth in this Lease.
  - (b) Involuntary transfer of Customer's interest in this Lease by operation of law.
  - (c) Customer's assignment of any interest in this Lease.
  - (d) Institution by or against Customer of any proceedings in bankruptcy or insolvency, or the reorganization of Customer under any law, or the appointment of a receiver or trustee for the goods and chattels of Customer, or any assignment by Customer for the benefit of creditors.