

CITY OF LAKELAND, FLORIDA
SURGE PROTECTION PROGRAM
METER SOCKET SURGE ARRESTOR LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between _____ whose billing address is _____, hereinafter called "CUSTOMER", and the City of Lakeland, Electric Department, hereinafter called, "LAKELAND ELECTRIC."

WITNESSETH:

That, for and in consideration of the terms and conditions herein specified, the parties hereby agree as follows:

1. LAKELAND ELECTRIC shall supply and install a Meter Socket Surge Arrestor ("MSA"), at the following location:
_____.
2. The installation charge for the MSA is \$34.95 + tax, and the monthly payment shall be \$5.61+ tax for a minimum term of 24 months ("Initial Term"). The monthly payment shall be prorated for a partial month of service. Billing will be included on CUSTOMER'S regular monthly bill for electricity, and payment shall be due and payable in accordance with the terms and conditions of the electric rate schedule applicable to said CUSTOMER. If CUSTOMER becomes past due on any bill rendered by LAKELAND ELECTRIC, LAKELAND ELECTRIC is hereby authorized to take necessary action, as provided in Paragraph 4 below, to protect its interest. If CUSTOMER desires to cancel this Agreement prior to the expiration, CUSTOMER may do so by paying LAKELAND ELECTRIC the remaining fees due, or a fifty dollar (\$50) cancellation fee, which ever is less. At the end of the Initial Term, this agreement shall remain in effect from month to month until cancelled in writing by either party. After the Initial Term no cancellation fee shall apply. Upon cancellation, LAKELAND ELECTRIC shall remove the MSA from the meter at no cost to CUSTOMER.
3. LAKELAND ELECTRIC shall have continuous access to the MSA, which is installed at the meter. Although LAKELAND ELECTRIC has general responsibility for maintaining and servicing the MSA, CUSTOMER shall be responsible for damage to the MSA caused by tampering or vandalism.
4. The MSA shall at all times remain the property of LAKELAND ELECTRIC. CUSTOMER acknowledges LAKELAND ELECTRIC'S ownership rights, and hereby authorizes LAKELAND ELECTRIC to withhold any funds on deposit with the City of Lakeland for electric or water service to secure payment of the amounts due hereunder in the event of any default or termination by CUSTOMER, including termination of its electric or water service which is provided by the City of Lakeland.
5. **CUSTOMER ACKNOWLEDGES THAT LAKELAND ELECTRIC MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTY AVAILABLE IS ANY WARRANTY THE EQUIPMENT MANUFACTURER MAY OFFER.**
6. This Agreement shall be governed and constructed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CUSTOMER

CITY OF Lakeland Electric

Signed: _____

CSR Signed: _____

Phone: _____

Date: _____

Account No: _____