



## Customer-Owned Surge Protection and/or Portable Generator Connection Device Installation Waiver of Liability Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Appalachian Power Company (Company) and \_\_\_\_\_ (Customer) located at:

Customer must be the owner of the premises at which the Customer-Owned Surge Protection and/or Portable Generator Connection Device (Device) is installed. If more than one person owns the premises, all must sign this waiver. By signing below, Customer represents to Company that he/she/they are all of the owners of the premises at which the Device is being installed by the Company.

The Company agrees to install the Device in the meter base(s) under the following conditions:

1. Company shall install the Customer provided Device. Customer agrees to pay \$100 for all labor, equipment, material, and installation expense associated with the initial installation of the Device.
2. The integrity and accuracy of Company’s billing meter equipment must be maintained. Company shall have the right to interrupt the metering circuit and temporarily remove the Device to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment.
3. The Customer agrees to hold harmless and indemnify Company from any and all liability, claims or demands for the damage to property or injury or death to persons which may arise out of or be caused in any manner by any incident or occurrence involving the supplying of services under this Agreement.

Neither Company or its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any other cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation service interruption, cost of purchased or replacement power, claims of Customer’s customers or others, cost of money, loss of use of premises, capital or revenue or any damages associated with Customer’s use or intended use or inability to use the information and services provided for under this Agreement or for any direct, indirect, punitive, special, incidental or consequential loss or damage of any nature, whether or not similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Company and its affiliated companies, and the officers, directors, employees, agents and representatives of them, arising from any form or cause of action whatsoever shall not exceed \$100.

4. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Company on a time and material basis for any maintenance costs incurred. All access to Company facilities and equipment required by Customer shall be provided only if the Customer or its representative is accompanied by Company personnel, at Customer’s expense.

### Customer

### Appalachian Power Company

By: \_\_\_\_\_ (Print)

By: \_\_\_\_\_

(Signature): \_\_\_\_\_

(Signature) \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Account #: \_\_\_\_\_

Phone #: \_\_\_\_\_