



BEACHES | ENERGY
SERVICES

**BEACHES ENERGY SERVICES
APPLICATION FOR SURGE ARRESTER/SERVICE AGREEMENT**

NAME _____

DATE _____ TELEPHONE _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

BASE MONTHLY CHARGE FOR THIS FACILITY IS: _____.
BASE MONTHLY CHARGE DOES NOT INCLUDE APPLICABLE GOVERNMENTAL
ASSESSMENTS, TAXES OR FEES, AND IS SUBJECT TO REVISION.

The undersigned Customer requests Beaches Energy Services (BES), to furnish a surge arrester device and hereby agrees to take and pay for the same in accordance with and subject to BES's rate schedule or any changes therein by BES. In consideration for supplying and maintenance of said facilities, the Customer hereby grants to BES the right to install, operate and maintain upon, or remove from the premises located at the service address set forth above, its facilities, equipment, and material used in the installation, operation, and maintenance of said facilities and shall remain at all times the property of BES. At the time BES installs the facilities described herein, this Application becomes an Agreement for an initial term of one (1) year and shall continue thereafter from month to month under this Agreement and may be terminated upon one (1) month's written notice by the Customer or BES. All unpaid charges for the full one (1) year initial term shall immediately become due and payable in the event of termination by the Customer during the initial term.

By signing this Application, the Customer acknowledges that BES makes no warranties of any kind to the Customer with regard to any facilities to be installed pursuant to this Application. BES shall be held harmless in connection with the operation, maintenance, and installation of the facilities installed pursuant to this Application and Agreement. In the event the protective effectiveness of the facilities should be interrupted or fail for any reason, the obligation of BES will be to repair or replace the facilities installed within a reasonable period of time after actual notice of the condition is received by BES, and such interruption or failure shall not constitute a breach of contract, nor shall BES, its officers, directors, or employees, be liable to the Customer or to third parties for damage by reason of such interruption or failure.



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The Customer's electric facilities shall at all times be grounded according to the National Electric Code.

THE CUSTOMER UNDERSTANDS THAT THE SURGE ARRESTER DEVICE:

- A. Is an integral part of the BES electric system, and agrees that it can only be removed by qualified BES Personnel.
- B. Will not protect against direct or indirect lightning strikes beyond the manufacturer's rated energy absorption level.
- C. Is strictly a power line surge suppressor, and as such will not protect the structure, telephone line, cable television line, antennas, or people against lightning strikes of any kind.
- D. May not provide adequate protection to sensitive electronic equipment.

This Application and Agreement shall supersede all previous agreements or representation, either written or oral, heretofore in effect between BES and the Customer, made in respect to matters herein contained, and when signed on behalf of both parties, this Application and Agreement constitutes the entire agreement between BES and the Customer. The Customer agrees that BES is not responsible for any damage from weather or lightning related incidents to any property owned by the Customer.

Applicant/Customer

Date