

## SOUTHEASTERN INDIANA REMC (SEI) – (REMC)

### GENERAC PROGRAM DETAILS

#### Load Shed Program Details:

1. Southeastern Indiana REMC agrees to sell to Member and install at Member's premises a residential 22kW generator and transfer switch at a discounted price of \$5,200.
2. Member agrees to have generator serviced annually by SEI at the cost listed on the Preventative Maintenance Agreement. This is required for the length of time the Member receives monthly credits from the load control program.
3. In March of each year SEI will pay a fuel reimbursement to the Member. The fuel reimbursement shall be based on \$3.75 per gallon (estimated @ 1.78 gal per hour) for each hour in excess of eighty (80) hours SEI controlled the standby generator during the previous twelve (12) month period of March through February.
4. Member agrees that all devices and equipment deemed necessary by SEI to remotely operate the generator at the Member's premises associated with the account number listed above will be installed and maintained by SEI and will remain the exclusive property of SEI. Member agrees that SEI personnel shall be permitted to have access to all devices and equipment at all times.
5. Member agrees that SEI may operate the installed generator at the Member's premises associated with the account number above during periods of time determined by SEI in its sole discretion ("control periods"). The control periods shall be limited to the winter months of December, January, and February and the summer months of June, July, and August. Member will receive a \$50 monthly control period bill credit for complying with program guidelines.
6. Member may receive day ahead notification of scheduled load control by providing REMC with email, phone number, etc. Member understands that SEI is not required to give notice prior to operating the generator during control periods. At no time will SEI operate the generator during a control period for more than eight (8) hours in a 24-hour period or for more than one hundred twenty (120) hours in any calendar year.
7. Member agrees that SEI will not be held liable for any loss or damage sustained by Member or any other person or entity due to interruption or reconnection of service. Member agrees to assume all responsibility for any loss or damage or claim at the Member's premises associated with the account number listed above due to an interruption or reconnection and to save and hold harmless SEI for any claim of loss or damage by Member or any other person due to an interruption or reconnect of service.
8. The term of this Load Shed Agreement is for a period of five (5) years from the signature date. Upon completion of the five (5) year agreement, Member will automatically renew each year thereafter while Load Shed Program is in effect. Member may choose to terminate the agreement by providing thirty (30) days written notice to SEI and agreeing to reimburse SEI \$2,500 if termination occurs within the first five (5) years of ownership. Termination in year six (6) of ownership requires Member to reimburse SEI \$1,000 payable within 30 days of termination date, and termination in year seven (7) of ownership requires Member to reimburse SEI \$500 payable within 30 days of termination date
9. In the event SEI discontinues the Load Shed Program for any reason, Member may choose to continue the Maintenance Agreement as offered and not be subjected to terms of reimbursement pursuant to the Load Shed Program.
10. Member agrees to provide a 300 gallon or larger LP gas tank, or connect to Natural Gas on-site and maintain adequate fuel level at all time (minimum 25% tank capacity). Failure to maintain a 25% minimum capacity may cause the unit to fail during a load control period. In such event, member will forfeit that month's fuel credit.
11. The period of this Agreement is a minimum of sixty (60) months from the signature date and will automatically extend for a twelve (12) month period at the conclusion of the 60 months, unless notified in writing by the member to terminate the agreement. ***If you move from your residence or if you cancel this Load Shed Agreement, you will be required to reimburse SEI according to reimbursement schedule: (years 1 – 5 \$2,500) (year 6 \$1,000) (year 7 \$500).***

## **Load Shed Maintenance Details:**

1. You agree to a minimum five (5) year agreement whereby you pay \$300 annually each year. SEI will provide preventive maintenance annually to your Generac unit which includes the following:
  - Oil and filter change
  - Air and fuel filter change
  - Diagnostic of ignition system – check timing, replace points, condenser and plugs as required (parts extra)
  - Diagnostic of starting system – check battery, charger and alternator/generator (parts extra)
  - Check block heater operation
  - Inspect cooling system, top off coolant and replace coolant filter as required
  - Grease accessory drives
  - Inspect and adjust v-belts
  - Inspect exhaust system
  - Inspect automatic switch gear for proper operation
  - Test and run generator with and without load
  - Provide written inspection report to member

## **SERVICE**

SEI will provide service at no charge for any generator installed under this service agreement for a minimum period of 60 months or longer while member is under the REMC Maintenance Agreement. Members who terminate their Load Shed Agreement and choose not to participate in the REMC Maintenance Agreement Program will be charged for all parts not covered by the warranty, service trip fees, and applicable labor. Service work will be done during normal business hours.

1. If you request service and the failure is due to misuse, abuse, lightning or other parameters beyond SEI control, you agree to pay SEI's normal rates for the trip and any equipment that may need replaced.
2. If Service Call is requested after normal business hours, you agree to pay the after-hours labor rate of \$150 per hour plus a \$75 service trip fee.

## **AGREEMENTS AND CONDITIONS**

### **Generator Equipment – Your Responsibilities**

1. To inspect and maintain the equipment according to established codes and procedures.
2. To notify SEI immediately if you find anything wrong.
3. To avoid doing anything which might damage the generator equipment or make it difficult to use.
4. To be solely responsible for complying with local codes and requirements
5. To keep area around generator free of weeds, landscaping, debris or anything that can damage or disrupt when generator is being serviced. SEI assumes no liability for damages due to not maintaining these conditions.
6. To allow access at all times to SEI personnel for inspecting, servicing, etc. of the Generac unit.

## Limitation of SEI Security's, Responsibilities and Liabilities

You understand that SEI shall not in any event be liable to Member for lost profits or special, consequential or exemplary damages under any circumstances arising from this agreement or SEI preventative maintenance agreement obligations hereunder, whether or not caused by SEI negligence or otherwise; and SEI shall not be liable for failure to perform any of its obligations under this agreement if such failure is due to acts of God, war, acts of government in either its' sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors of defects in the data supplied by the member, or by any other cause or condition beyond SEI's control.

Anything contained in the provisions of this agreement notwithstanding, in the event of the system being sold or moved out of the service area, this agreement shall become void as applicable to such equipment.

SEI or you shall have the right to cancel this service agreement. In such event, SEI may refund the excess of the maintenance payment specified herein over charges for the expired portion of the service period, computed at the rate for such service in effect at the date thereof. Likewise, SEI may charge member fees under the Load Shed Program reimbursement schedule.

The waiver by SEI of a breach of any provision of this agreement by the member shall not operate or be construed as a waiver of any subsequent breach by you.

This agreement has been entered into and shall be governed and construed under the laws of the State of Indiana.

This agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and shall not be modified except in writing, signed by the parties hereto.

No representation or statement not expressly contained in this agreement of Incorporated herein by reference shall be binding upon SEI as a warranty or otherwise.

YOU acknowledge that you have read this agreement, understand it and agree to all terms and conditions herein.

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Member Name (Printed)

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Member Signature

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SEI Representative

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