



KCBPU Account No. _____

KANSAS CITY BOARD OF PUBLIC UTILITIES

Agreement for Residential Customer Meter-Based Surge Suppressor

This agreement is effective July 1, 2005, and supersedes all other Meter Treater or Surge Suppressor agreements between the Kansas City Board of Public Utilities and the Customer

The Kansas City Board of Public Utilities (hereinafter called the "BPU") and the customer agree that BPU will provide surge protection equipment at the electric meter to the customer under the following terms and/or conditions:

Installation: A surge protection device will be installed by BPU or its contractor at the electric meter outside the customer's residence set forth in BPU records and /or work orders.

Monthly Fee: Customer shall pay for the surge protection service by a ***monthly fee** plus applicable sales or use tax, due within thirty days of the date of BPU's monthly invoice to the customer.

Term: This agreement will be in effect one (1) business day after the date the customer accepts this agreement to be bound by these terms and will continue for a minimum term of twelve (12) months from such date. Customer will pay a ***removal fee** if customer cancels this agreement in the initial twelve (12) month period or if the customer's account is past due more than thirty (30) days in the initial twelve (12) month period. After the initial twelve (12) month period, this agreement shall continue from month to month until either the customer or BPU cancels the agreement by notifying the other party in writing. There shall be no removal charge if the agreement is canceled after the initial twelve (12) month period.

Cancellation: Cancellation of this Agreement by either the customer or BPU shall be without prejudice to the rights or remedies of the customer under this agreement. If the surge protection equipment at the electric meter remains in place during any portion of a period for which any portion of the monthly fee is due, the customer shall pay the entire monthly fee for that period. Upon cancellation, BPU will remove the surge protection equipment from the electric meter.

Surge protection guarantee: If an electrical power surge passes through the surge protection equipment at the electric meter and damages cord and/or plug appliances of an **electromechanical** nature, BPU will be responsible for the depreciated or repair value (whichever is less) up to \$1,000 per appliance and not to exceed a \$10,000 claim aggregate. (**Appliances of an electromechanical nature are defined as: washers, dryers, refrigerators, freezers, dishwashers, electric and microwave ranges, heating and cooling units, garbage disposals units, sump pumps, and other such mechanical or motor driven appliances.**) BPU will not be responsible for damage to 1) appliance(s) or property not owned by the customer, 2) electronic equipment or property such as, televisions, computers, audio or video recorders or players, telephones, stereos, cable or satellite TV receivers or equipment, 3) real property, or 4) products, materials, data or information used or stored in an appliance or electronic equipment. This agreement does not cover damages caused by a surge which has not passed through the surge protection equipment at the electric meter, indirect or consequential damage, damage caused by the improper installation of the grounding electrode system under the standards in the National Electric Code or personal injury. Customer individually and on behalf of its insurers waives all rights of subrogation against the BPU.

BPU's Rights of Inspection: BPU shall have an immediate right to inspect the surge protection equipment at the electric meter and the damaged appliance(s) should the customer inform BPU that a power surge has passed through the surge protection equipment at the electric meter. The customer shall make its premises and damaged appliance(s) available to BPU or its contractor for such inspection and retain damaged appliance(s) until BPU has exercised its salvage rights of said damaged appliance(s).

Customer's Responsibilities: BPU shall have continuous access to the surge protection equipment, which is owned by the Board and installed at the electric meter. Although BPU has general responsibility for maintaining and servicing the surge protection equipment, the customer will be liable to BPU for any damage to the surge protection equipment at the electric meter including without limitation damage caused by the customer's misuse or abuse, removal, transfer, vandalism or an act of God, except that the customer will not be liable for damage to the surge protection equipment at the electric meter from a power surge passing through it. This Agreement shall be automatically canceled if the surge protection equipment at the electric meter is damaged other than by a power surge passing through it and BPU will have no obligation to replace the surge protection equipment. The customer will maintain information about the make, model, serial number, age and cost of damaged appliance(s) and shall provide such information to BPU upon BPU's request. The customer shall cooperate with BPU and provide all information BPU may request of the customer to assert a breach of warranty claim against the manufacturer of the surge protection device. The customer shall present any claim under this agreement to the Board within fourteen (14) days after the customer discovers or reasonably should have discovered the basis for such claim.

Default: If customer violates any provision of this Agreement, the BPU may cancel this Agreement immediately and the customer will be liable to BPU or its collection agent for any attorney fees or expenses in enforcing this agreement or in gaining access to the surge protection equipment.

***Fees:** Schedule of applicable fees are subject to change and are available at www.bpu.com or (913) 573-9000.

Miscellaneous: This agreement is subject to change and shall be governed by the laws of the State of Kansas. Any change(s) to this agreement after the effective date is available at www.bpu.com or (913) 573-9000.