

LOAD CONTROL PROGRAM DETAILS

SEIREMC will install at Member's premises a residential 22kW Generac Generator and Transfer Switch.

Member agrees to provide a 300 gallon or larger Liquid Propane (LP) gas tank (assuming all gas connection responsibilities) or connect to Natural Gas on-site and maintain an adequate fuel level (minimum 25% tank capacity) at all times.

In March of each year, SEIREMC 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 SEIREMC controlled the standby generator during the previous twelve (12) month period of March through February. 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.

All devices and equipment deemed necessary by SEIREMC to remotely operate the generator at the Member's premises will be installed and maintained by SEIREMC and will remain the exclusive property of SEIREMC. SEIREMC personnel shall be permitted to have access to these devices and equipment at all times.

SEIREMC may operate the installed generator at the Member's premises associated with the account number provided during periods of time determined by SEIREMC 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.

SEIREMC reserves the right to perform load control at any time during an energy crisis and operate a 1-hour test run cycle on the generator and the communication equipment associated with load control during the off-peak months of March, April, May, September, October, and November.

Member may receive day ahead notification of scheduled load control events by providing SEIREMC with email, phone number, etc. Member understands that SEIREMC is not required to give notice prior to operating the generator during control periods. At no time will SEIREMC 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.

Member agrees that SEIREMC 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 provided due to an interruption or reconnection and to save and hold harmless SEIREMC for any claim of loss or damage by Member or any other person due to an interruption or reconnect of service.

The term of the Load Control agreement is for a period of seven (7) years from the signature date. Upon completion of the seven (7) year agreement, Member will automatically renew for a twelve (12) month period each year thereafter while Load Control Program is in effect unless Member provides thirty (30) days written notice to SEIREMC to terminate the agreement.

If Member moves from residence or cancels the Load Control Agreement, Member will be required to reimburse SEIREMC according to the reimbursement schedule: (Years 1-5: \$2,500. Year 6: \$1,000. Year 7: \$500).

In the event SEIREMC discontinues the Load Control Program for any reason, Member may choose to continue the Maintenance and Service agreement as offered and not be subjected to the terms of reimbursement of the Load Control Program.

MAINTENANCE & SERVICE AGREEMENT DETAILS

Member agrees to carry a \$300 annual Maintenance and Service Agreement provided by SEIREMC for a minimum of seven (7) years. This is required for the length of time the Member receives monthly credits from the Load Control program.

SEIREMC's annual preventative maintenance service includes:

- Clean air filter and change if necessary.
- Change oil and oil filter.
- Change spark plugs.
- Check and clean enclosure louvers.
- Interior wiped clean of dirt & debris.
- Check battery terminals, cables, and voltage.
- Check complete fuel system, fuel regulator and fuel line integrity.
- Clean and remove any residue from the generator transfer switch.
- Complete electrical check, voltage and frequency.
- Check for oil leaks and inspect system hoses and connectors.
- Check generator control panel.
- Document completed service on Generac Service Tag.
- Test transfer switch for proper operations.
- Valves checked and adjusted if necessary.
- Treat base of unit for insects.
- Test-run generator.

SEIREMC will provide service at no charge for any generator installed under the Generator Program Agreement for as long as Member carries the Maintenance and Service Agreement.

Members who terminate their Load Control Agreement and choose not to participate in the SEIREMC Maintenance and Service Agreement 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.

If Member requests service and the failure is due to misuse, abuse, lightning, or other parameters beyond SEIREMC's control, Member agrees to pay SEIREMC's normal rates for the trip and any equipment that may need to be replaced.

If a Service Call is requested after normal business hours, Member agrees to pay the after-hours labor rate of \$150 per hour plus a \$100 service trip fee.

GENERAL EQUIPMENT - MEMBER RESPONSIBILITIES

- Inspect and maintain the equipment according to established codes and procedures.
- Notify SEIREMC immediately if you find anything wrong.
- Avoid doing anything which might damage the generator equipment or make it difficult to use.

- Be solely responsible for complying with local codes and requirements.
- Keep area around generator free of weeds, landscaping, debris, or anything that can damage or disrupt when generator is being serviced. SEIREMC assumes no liability for damages due to not maintaining these conditions.
- Allow access at all times to SEIREMC personnel for inspecting, servicing, etc. of the Generac unit.

LIMITATION OF SEIREMC SECURITY'S, RESPONSIBILITIES AND LIABILITIES

SEIREMC 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 obligations hereunder, whether or not caused by SEIREMC negligence or otherwise; and SEIREMC 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 shortage, 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 SEIREMC'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.

SEIREMC or Member shall have the right to cancel this service agreement. In such event, SEIREMC may refund the excess of the Maintenance and Service 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, SEIREMC may charge Member fees under the Load Control Program reimbursement schedule.

The waiver by SEIREMC 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 Member.

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 or incorporated herein by reference shall be binding upon SEIREMC as a warranty or otherwise.

Member has read, understands, and agrees to all terms and conditions herein.

Southeastern Indiana REMC reserves the right to make any revisions or changes to this agreement at any time.