



Generlink™ Lease/ Installation Agreement

This agreement, entered into this _____ day of _____, 20____ is between Mitchell EMC and(Member)_____

located at:_____.

The member acknowledges that he/she understands and agrees to abide by these terms and conditions.

1. The GenerLink™ system can only be installed or removed by Mitchell EMC representatives. Mitchell EMC agrees to provide installation service of the member leased Generlink™ device in return for an installation fee of \$25.00. The member will be billed a fee of \$9.95 per month, which will be added on the monthly utility bill. Any service must be coordinated with Mitchell EMC so a representative may be present.
2. Warranties are provided by the manufacturer and all claims must be processed by Global Power Products, Inc. (1-800-886-3837). The member shall hold Mitchell EMC harmless from any liability in connection with the operation, service, and installation of the Generlink™ system. Interruption or failure of the GenerLink™ system shall not constitute a breach of this agreement, nor shall Mitchell EMC, its officers, directors, or employees be liable to the member or to third parties for any damages which might result from such interruption or failure.
3. The member agrees to hold harmless and indemnify Mitchell EMC 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 Mitchell EMC or any affiliated company 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 member’s customers or others, cost of money, loss of use of capital or revenue or any damages associated with member’s use or intended use or inability to use the information and services provided for under this Agreement or for any special, incidental or consequential loss or damage of any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The total liability of Mitchell EMC and any affiliated company arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.
4. Mitchell EMC agrees to be financially responsible for all maintenance of the installed facilities. All access to Mitchell EMC facilities and equipment required by the member shall be provided only if the member or its representative is accompanied by Mitchell EMC personnel.

Member

Mitchell EMC

By:_____ (print)

By:_____ (print)

(Signature):_____

(Signature):_____

Title:_____

Title:_____

Date:_____

Date:_____

Account #:_____

Phone #:_____