

Oklahoma Electric Cooperative GenerLink Agreement

This contract and agreement made and entered into this ____ day of _____, 20__, by and between the OKLAHOMA ELECTRIC COOPERATIVE (“OEC”), an Oklahoma cooperative corporation, hereinafter called “OEC”, and _____ hereinafter called the “Member” or both referred to collectively as the “Parties” for the purpose of providing for the safe and orderly operation of the GenerLink unit. This Agreement does not supersede any requirements of any by-laws, applicable tariffs, rates, rules and regulations in place between the Member and OEC.

For and in consideration of the mutual agreements stated in this agreement, OEC and the Member agree to the following:

1. Member Information: Address of GenerLink install: _____.
Account Number: _____
Phone Number: _____

2. The Member is hereby requesting that OEC install the Generlink device purchased from Global Power Products. The Member understands that all items will need to be on hand when an OEC representative arrives to install the Generlink device. The first trip to install will be free of charge, provided that everything required for the install is available on site. If the install requires multiple trips, any subsequent trips will be assessed a trip charge.

3. Warranty and Service Information: OEC makes no representations or warranties, express or implied, merchantability, accuracy, or fitness for a particular purpose or use of this product. Both parties acknowledge and accept that the only warranty available is from GenerLink itself, as found in the operating manual.

____ I have read this provision in the operating manual.

4. Terms and Conditions of Usage: The parties agree to abide by the terms and conditions as set out by GenerLink in the Operating Manual.

____ I have read this provision in the operating manual.

5. Liability and Indemnification: Under no circumstances will OEC be held liable for damages that may happen if the GenerLink unit malfunctions and/or fails to function. The Member shall assume all liability for and shall indemnify OEC for any and all claims, losses, costs, and expenses of any kind or character, including those that result from the Member’s negligence or other wrongful conduct in connection with the design, construction or operation of the GenerLink unit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

OEC Representative

Date

Member’s Signature

Date