

COOPERATIVE LIGHT & POWER
Lease Agreement for Emergency Phone Equipment

Cooperative Light & Power ("the Lessor") agrees to lease, install and service a FirstCall monitoring system ("the Equipment") subject to the terms and conditions contained herein.

Lease Charges: \$12.50 per month, plus tax, effective on the date of installation.

Lessee Information: Name: _____ Home Phone: _____

Home Address: _____ City/Zip: _____

This Agreement may be terminated by either party upon written notice of thirty (30) days, after the Equipment has been in place for sixty (60) days. In case of default hereunder by either party, the Agreement may be terminated by the non-defaulting party without notice.

The Lessee, as used herein, is the person occupying the premises in which the Equipment is installed and is the person who has responsibility for paying the monthly lease charges for the Emergency Phone Equipment.

Lessee acknowledges the responsibility to provide suitable electric and telephone service, to maintain proper machine space requirements. Monthly lease charges due thereafter shall be paid monthly within ten (10) days after billing.

The Lessee accepts responsibility to notify Lessor of each and every failure or malfunction of the Equipment.

Duration:

The lease term shall be 39 months. After 39 months, the equipment becomes the property of the leasee.

Terms and Conditions:

1. This Lease Agreement shall constitute the entire Agreement between Lessee and Lessor with respect to the Equipment and program operation. No person installing, servicing or otherwise dealing with the leased Equipment is or shall be authorized to act in name or on behalf of the Lessor or to bind the Lessor in any way.
2. Equipment remains the property of the Lessor and is subject to its possession and control. The Lessor may supply new or reconditioned Equipment at its sole discretion. In the event of default by the Lessee, the Lessor shall have the right to take possession of the Equipment following notice to the Lessee of intent to do so. Such notice shall consist of thirty (30) days written notice mailed to the Lessee at the address of the Lessee shown herein.
3. This agreement is not assignable by Lessee, but may be assigned by the Lessor. Any attempt by Lessee to transfer by any means any of the rights, duties or obligations of this Agreement shall be of no force or effect. All obligations of Lessee are personal to Lessee.
4. The Lessor shall:
 - (a) Install, maintain and service the Equipment when notified by Lessee or Lessee's agent that such service is necessary to assure proper operation.
 - (b) Provide an operational manual and instruction on the use of the Equipment.
 - (c) Repair damaged or defective Equipment or, in its sole judgment replace the Equipment, except that the Lessor shall have no obligation to make such repairs or replacements in the event the Equipment is damaged or destroyed by the negligence of the Lessee or any other person not controlled, directly or indirectly, by the Lessor. Such damage or destruction constitutes a breach of this contract which will result in termination.
 - (d) Meet with the responders provided by the Lessee and explain their responsibilities as part of the installation program.

- (e) Receive signals from Lessee.
- (f) Operate the program by notifying responders* in the order indicated by Lessee.

5. The Lessee shall:

- (a) Provide and be responsible for suitable electrical and telephone service to allow installation and operation of the Equipment.
- (b) Pay lease charges each month when billed.
- (c) Make no alterations or repairs to the Equipment.
- (d) Notify Lessor on any malfunction or failure of Equipment.
- (e) Pay for repairs or replacements due to negligence.
- (f) Not move the Equipment without written authorization of the Lessor
- (g) Allow access to technical representatives identified by the Lessor to inspect the Equipment, to provide periodic maintenance, and to return the Equipment to the Lessor after default or after the termination of the lease term.
- (h) Pay any and all expenses, including, without implied limitation, reasonable attorney's fees, incurred in the collection of any sums due the Lessor to others, or the enforcement of any rights, pursuant to the terms hereof, if necessary, to enforce collection.
- (i) Not, willfully or inadvertently, cause repeated or frequent false alarms. Lessor, may at its discretion, remove all Equipment from Lessee's premises in the event of more than two false alarms in a single month or four such false alarms in a calendar year.
- (j) Provide the Lessor with the names of responders and any other information required for the FirstCall notification sheet.

6. Lessor shall not be responsible for any failure of the Equipment to operate. This shall include, but is not limited to, electrical outages and/or failure of telephone service at the Lessee's location or at the CRN Monitoring Center, improper installation or service or any other aspect of mechanical malfunction of the Equipment.

7. It is understood and agreed that the sole obligation of Lessor is to operate the FirstCall service by providing Equipment, installing Equipment, causing repairs to be made when notified of malfunction by Lessee, and otherwise complying with the terms of this Agreement.

8. The Lessee understands and agrees that Lessor assumes no other liability or obligation of any kind or character to Lessee and assumes no responsibility for the action or lack of action of responders after their notification.

9. It is understood and agreed that Lessor makes no representations or warranties either expressed or implied with respect to the Equipment.

Lessor Name: Cooperative Light & Power

CLP Representative: _____

Lessee:(printed name)_____

Signature: _____

Lessee: (signature) _____

Date: _____

Date: _____

Installation Acknowledgement: _____

Date: _____

**responders are those listed on your emergency notification list to be called either automatically by the Messenger or in the case of an emergency.*