

**GenerLink Installation**  
**Agreement**

This GenerLink Installation Agreement (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Columbia City Electric Department ("Utility") and \_\_\_\_\_ ("Customer") with respect to Customer's real property located at: \_\_\_\_\_.

**Utility agrees to install Customer's GenerLink in the meter base(s) under the following conditions:**

1. Utility shall install the Customer's GenerLink for the sum of **\$80.00** which will be applied to Utility's costs and expenses for all labor, equipment, material, and installation associated with the initial installation of the GenerLink.
2. The integrity and accuracy of Utility's billing meter equipment must be maintained. Utility shall have the right to interrupt the metering circuit and temporarily remove the GenerLink to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment.
3. Customer agrees to hold harmless and indemnify Utility 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 caused in any manner by any incident or occurrence involving the supplying of services under this Agreement.
4. Neither Utility or the City of Columbia City, Indiana, its officers, elected officials, superintendents, employees, agents, or representatives (collectively, the "City") 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 Customer's customers or others, cost of money, loss of use of capital or revenue or any damages associated with Customer'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 or any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever. The City shall not be liable from any form or cause of action unless damages are found to be a direct of the City's negligence or intentional act or actions.
5. Customer agrees to be financially responsible for all maintenance of the installed facilities and to reimburse Utility on a time and material basis for any maintenance costs incurred. All access to Utility facilities and equipment required by Utility shall be provided only if Customer or its representative is accompanied by Utility personnel, at Customer's expense.

**Customer**

**Columbia City Electric Utility**

By: \_\_\_\_\_ (Print) By: \_\_\_\_\_

(Signature): \_\_\_\_\_ (Signature) \_\_\_\_\_

Phone #: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Account #: \_\_\_\_\_