

Southern Rivers Energy EMC GenerLink Agreement

This contract and agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Southern Rivers Energy EMC, hereinafter called "SRE", 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 SRE.

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

1. Member Information

Account Number: \_\_\_\_\_  
Address of GenerLink install: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2. Member Request

The Member is hereby requesting that SRE install the Generlink device purchased from Global Power Products. The Member understands that all items will need to be on hand when an SRE 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. The Member understands that only SRE personnel may install or remove the GenerLink device. Member further understands that should SRE become aware of any recalls or known hazards created by the GenerLink device, SRE may remove the device without notice and return it to the member.

Installed GenerLink Model No. \_\_\_\_\_

Installed GenerLink Serial No. \_\_\_\_\_

3. Warranty and Service Information

SRE 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 SRE be held liable for damages, losses, costs, expenses, fees, attorney's fees that may happen if the GenerLink unit malfunctions and/or fails to function. The Member shall assume all liability for and shall indemnify and hold harmless SRE for any and all claims, losses, costs, expenses damages, and attorney's fees of any kind or character, including but not limited to 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.

\_\_\_\_\_  
SRE Representative Date Member's Signature Date