

Jackson Solutions LLC GenerLink™ Agreement



This Jackson Solutions LLC GenerLink™ Agreement (hereinafter, the “Agreement”) is entered into this the _____ day of _____, 20____ by and between Jackson Solutions LLC and _____ (hereinafter, the “Member”) for the Jackson County REMC electric account number _____ located at the following address: _____.

The Member understands and agrees to abide by the following terms and conditions:

1. The Member requests the installation of a GenerLink™ device at the Jackson County REMC electric meter account and agrees to pay Jackson Solutions LLC all related charges associated with the purchase and installation of said device prior to installation.
2. The GenerLink™ system may only be installed or removed by Jackson County REMC or Jackson Solutions LLC representatives.
3. The integrity and accuracy of Jackson County REMC’s electric meter must be maintained. Jackson County REMC shall have the right to interrupt the metering circuit and temporarily remove the GenerLink™ device in order to perform any required tests or maintenance that it deems necessary, in Jackson County REMC’s sole discretion.
4. JACKSON SOLUTIONS LLC MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE DEVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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 Jackson Solutions LLC and Jackson County REMC harmless from any liability, cost, expense or damage in connection with the operation, service, and installation of the GenerLink™ system, including, but not limited to, any liability, cost, expense or damage in connection with the failure of Member’s meter base or electric service to comply with the manufacturer’s requirements. Interruption or failure of the GenerLink™ system shall not constitute a breach of this Agreement, nor shall Jackson Solutions LLC, Jackson County REMC, or their respective officers, directors, or employees be liable to the Member or to third parties for any damages which may result from such interruption or failure.
5. The Member agrees to hold harmless and indemnify Jackson Solutions LLC and Jackson County REMC and their respective officers, directors and employees from any and all liability, claims, or demands for damage to property, injury or death to persons which may arise out of or be caused in any manner by any incident or occurrence involving the sale or delivery of services under this Agreement, including, but not limited to, any liability, cost, expense or damage in connection with the failure of Member’s meter base or electric service to comply with the manufacturer’s requirements. Neither Jackson Solutions LLC, Jackson County REMC, their respective officers, directors and employees, 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 or others, cost of money, loss of use of capital or revenue or any damages associated with Member 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

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total liability of Jackson Solutions LLC, Jackson County REMC, their respective officers, directors and employees, and any affiliated company arising from any form or cause of action shall not exceed the total purchase and installation price of the device.

6. The Member agrees to be financially responsible for all maintenance of the installed facilities, and to reimburse Jackson Solutions LLC for all time and materials associated with any maintenance costs incurred for said installed facilities. All access to Jackson County REMC's facilities and equipment required by the Member shall be provided only if the Member or its representative is accompanied by Jackson County REMC personnel, at the Member's sole expense.
7. Jackson Solutions LLC reserves the right to terminate this Agreement at any time without cause or notification to the Member.
8. None of the provisions contained within this Agreement shall in any way diminish or absolve the Member of any responsibility to comply with any other legal obligation of the Member to Jackson Solutions LLC or Jackson County REMC including, without limitation, the Member obligations under the Jackson County REMC Bylaws, rules, regulations, policies, contracts, agreements, rate schedules or otherwise.
9. This Agreement shall become effective on the date of execution of this Agreement and will terminate when the device is taken outside of Jackson County REMC 's electric service territory. Provided however that items 4, 5 and 6 shall survive the termination of this Agreement.

Member Signature

Member Name – Printed

Date

Jackson Solutions LLC Rep Signature

Jackson Solutions LLC Rep – Printed

Date