

BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION

P.O. Box 220 Summerdale, AL 36580 (251) 989-6247

RELEASE, CONSENT AND HOLD HARMLESS AGREEMENT

I, _____, a member of Baldwin County Electric Membership Corporation (Baldwin EMC), am the owner or authorized representative of property located at _____ . I have requested representatives of Baldwin EMC to:

- 1. Restore electrical service to the property identified above which has incurred damage.
Baldwin EMC has explained to me or my authorized representative that it is my responsibility, as the property owner, to ensure that the restoration of electrical service to the above property will not create a danger to life or property and that Baldwin EMC does not maintain personnel capable of making such a determination. Electrical service, at my request, can be restored to the above property based on my or my authorized representative's representation that all electrical means of disconnect at the property have been turned off, and such means of disconnect will not be turned on by me or by anyone under my control or supervision without my first having been ensured that it is safe to do so. _____ (Owner/Representative initials)
- 2. Reconnect service after the member repairs, replaces or adds electrical equipment, to include, but not limited to: meter base, breaker panel, breaker, wires, disconnect switch, generator switch, etc.
_____ (Owner/Representative initials)
- 3. Do a visual inspection and perform their normal procedures before energizing or electrifying my service. I understand that I am responsible for obtaining any permits required of me by the County or Township my property is located in. _____ (Owner/Representative initials)
- 4. Do additional services; such work that is beyond the scope of services which Baldwin EMC would normally perform according to its Line Extension Policy now in effect. Description of work done by EMC:

_____ (Owner/Representative initials)

For and in consideration of Baldwin EMC's performance of the work noted above at no cost to me, I hereby agree to release and discharge Baldwin EMC and its agents, employees and directors from any liability that I may incur as a result of its performance of the services I have requested. In addition, I hereby agree to indemnify and to hold Baldwin EMC harmless from and against any liability which I or a third party may suffer as a result of Baldwin EMC performance of the service(s) I have requested. This release and hold harmless agreement shall apply to all claims for property damage, bodily injury or death arising from the performance of the requested services, and shall include, without limitation, all expenses of litigation and reasonable attorney's fees. In giving this release and hold harmless agreement, I declare that I am over nineteen (19) years of age, that I am of sound mind, and that I am a member of Baldwin EMC in good standing as of the date hereof.

Dated this _____ day of _____, 20____.

Property Owner/Representative: _____
Signature of Owner/Representative Print Name

Address: _____ Meter Number: _____

Baldwin EMC Representative: _____ Account Number: _____