

SERVICE ASSURED® UNDERGROUND ELECTRIC SERVICE REPAIR COVERAGE Terms & Conditions Agreement



Rochester Public Utilities
4000 East River Road NE
Rochester, MN 55906-2813
507.280.1500 • www.rpu.org

Please sign this agreement and return to RPU to enroll for coverage.

Rochester Public Utilities (RPU) will provide SERVICE ASSURED® UNDERGROUND ELECTRIC SERVICE REPAIR COVERAGE (Coverage) to the customer (you) under the following terms:

AVAILABILITY

Coverage is available to RPU residential electric customers living in single-family homes, single-owner duplexes, and some townhome associations, individual twinhomes, and triplexes that have underground electric service installed or updated after January 1, 1981. (Excludes individual townhomes, twinhomes, apartments, mobile homes, and condominiums. Coverage may not be applicable to all single-family homes and single-owner duplexes. In rare instances of atypical service configurations, Coverage is not available. Pre-existing conditions render you ineligible for Coverage. You may repair the condition, at your cost, and then become eligible.)

COVERAGE

Call RPU for any claims or repairs. RPU will call a contractor if needed! A diagram of the typical residential underground electric service is shown on the back. In the absence of Coverage, you are responsible for all repair costs resulting from service line failures. With Coverage, RPU will make all repairs between the ① Transformer or the Secondary Pedestal to the ④ Electric Meter Socket as identified. In all events, the customer retains responsibility for failures of the conductors between the meter socket and the main panel inside the home (problems associated with the meter socket are not covered). RPU is responsible for the landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for the landscaping restoration work from your property line to your home. RPU's landscaping restoration work on your property is limited to back-filling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.

MONTHLY FEE

A monthly fee of \$1.99 plus sales tax is included on your bill and collected with your other utility charges, due and payable upon presentation. Failure to pay by the due date may be cause for RPU to drop you from the program. RPU reserves the right to modify this price and any such modification will be indicated on your utility bill.

Customer Name: _____

Daytime Phone: (_____) _____ Work Mobile Home

Service Address: _____

RPU Contract Account Number: _____

Customer Signature: _____ Date: _____

RPU Representative: _____ Date: _____

TERMS

This Agreement is effective on the date it is received by RPU and covers all repair costs of service line failures occurring after this date. It does not cover homeowner, landlord, or renter negligence or malicious intent to damage the service. This Agreement is subject to all terms contained herein and will continue month-to-month until either you or RPU cancels this Agreement by notifying the other party in writing. There is no cancellation charge. Cancellation of this Agreement shall be without prejudice to the rights or remedies of either you or RPU under this Agreement.

RPU'S RIGHT OF INSPECTION

RPU reserves the right to inspect your water service should you inform RPU that a problem or damage has occurred. Your premises shall be made available to RPU for such an inspection.

CUSTOMER'S RESPONSIBILITIES

You shall cooperate with RPU and provide all information requested.

DEFAULT

RPU may cancel this Agreement immediately if you violate any provision of this Agreement. RPU is entitled to recover its costs and expenses, including reasonable attorney's fees, if legal action is necessary. RPU reserves the right to refuse Coverage to any customer for any non-discriminatory reason.

MISCELLANEOUS

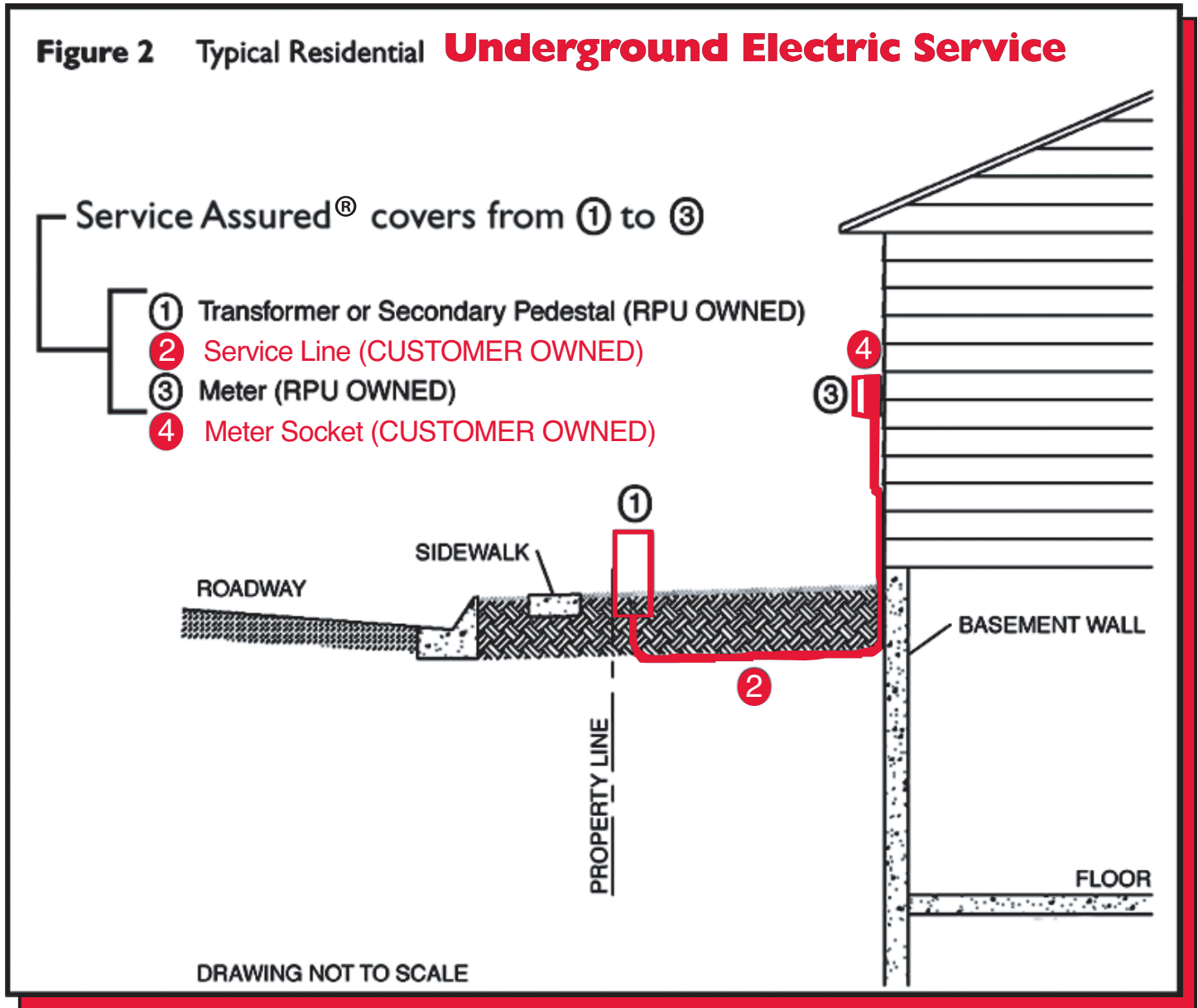
The laws of the State of Minnesota shall govern this Agreement. This Agreement is the final expression and a complete and exclusive statement of the terms of the Agreement, superseding all prior Agreements and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of this Agreement is invalid, such provision shall be omitted, but the remaining provisions of this Agreement shall be given full force and effect.

DISCLAIMERS

This program does NOT cover service replacements within the street right-of-way done in conjunction with street repair/replacement projects.

TYPICAL RESIDENTIAL UNDERGROUND ELECTRIC SERVICE

Figure 2 Typical Residential **Underground Electric Service**



IN THE ABSENCE OF COVERAGE:

You are responsible for all repair costs resulting from service line failures.

WITH COVERAGE:

RPU will make all repairs between the ① **Transformer or the Secondary Pedestal** to the ④ **Electric Meter Socket** as identified. In all events, the customer retains responsibility for failures of the conductors between the meter socket and the main panel inside the home (problems associated with the meter socket are not covered). RPU is responsible for the landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for the landscaping restoration work from your property line to your home. RPU's landscaping restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.