

## TERMS AND CONDITIONS

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### XIV. CUSTOMER'S RESPONSIBILITY

A. The Customer shall be responsible at all times for the safekeeping of all Company property installed on the Customer's premises, and to that end shall give no one, except authorized Company employees, access to such property.

B. The Customer shall be liable for the cost of repairs or damage done to the Company's property on the Customer's premises resulting from the negligence of or misuse by persons other than the Company's employees. In the event of damages to the Company's property on the Customer's premises, the Company may require thereafter a reasonable security deposit to insure payment for repairs in the event of future damage.

C. Electric Service is provided by the Company and purchased by the Customer upon the express condition that after electricity passes the Delivery Point it enters the custody of the Customer and becomes the property of the Customer to be used only as herein provided; and the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity after it passes the Delivery Point; or for any loss or damage resulting from the presence, character, or condition of the wires or equipment of the Customer or for the inspection or repair thereof.

D. The Customer shall be responsible for the maintenance and repair of the Customer's wiring and equipment. Should the Customer report trouble with the Electric Service, the Company will endeavor to respond with reasonable dispatch to such call with the purpose only of correcting such trouble as may be in the Company's equipment providing Electric Service to the Customer. If the trouble appears to be in the Customer's wiring or appliances, the Company's employees may, if requested by the Customer, make such inspection of the Customer's wiring or equipment as the Company's employees are prepared to make. However, any inspection of the Customer's wiring or equipment by the Company's employees is made with the express condition that the Customer assumes the entire and sole risk, liability, and responsibility for all acts, omissions, and negligence of the Company's employees. The Company retains all responsibility only with respect to the action of its employees in connection with property owned by the Company.

E. Customer shall be responsible for selecting an available applicable Rate Schedule pursuant to Section VIII.