



WATER HEATER MAINTENANCE PROGRAM & RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, hereinafter referred to as “owner”, being of lawful age, and hereby warranting ownership of property located at _____, for the sole consideration of One and no/100 dollars (\$1.00), the mutual covenants, releases, and representations contained herein, together with the installation and maintenance of a water heater by Amicalola Electric Membership Corporation pursuant to its Water Heater Maintenance Program to us in hand paid, receipt and sufficiency whereof is hereby acknowledged, shall release and forever discharge, and for my successors in title, heirs, executors, administrators, and assigns do hereby remise, release, and forever discharge Amicalola Electric Membership Corporation, its employees, agents, and contractors, its successors and assigns, and all other persons, firms, and corporations, individually and in their governing capacity, of and from any and all claims, demands, rights, and causes of action or whatsoever kind and nature, including but not limited to those arising from permitting or code compliance issues, together with those arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, including but not limited to damage to floor surfaces, wall spaces, and damage, dilution, diminution, stoppage, or pollution of any plumbing fixture, pipe, related appurtenances, water sources, both above ground and underground, and the consequences thereof, resulting, and to result, from any damage caused by acts or omissions by Amicalola Electric Membership Corporation and/or its officers, management, agents, and/or employees, in the installation and maintenance of the above described water heater and related appurtenances located on the above described premises.

Owner agrees and understands that it is responsible for any permitting or code compliance and that AEMC has not and will not obtain any required permits or address any code compliance issues. Owner agrees and understands that this Agreement shall be deemed breached and a cause of action accrued thereon in the event owner files any claim, complaint or demand in violation of this Agreement, and/or fails to fully and in good faith comply with all other provisions of this Agreement. Owner agrees that, in the event of a breach of this Agreement caused by owner, Amicalola Electric Membership Corporation, its affiliates, subsidiaries, divisions, and successors, and/or their respective officers, directors, and employees, in their capacity as such, shall have the right to seek legal and equitable damages and/or remedies, including reasonable costs and attorneys' fees, against him arising out of the breach of any provision of this Agreement, including the right to plead this Agreement both as a defense and as a counterclaim or cross-claim.

Owner agrees and understands that the terms of this Agreement shall bind successors in interest to the above described property.

Signing this authorizes Amicalola Electric Membership Corporation to add the maintenance fee to my account each month. Owners have also read, agree to, and understand the form *WATER HEATER MAINTENANCE PROGRAM INFORMATION*.

Name: _____ Date: _____ Account: _____

Signature: _____

This form can be digitally signed with Adobe Acrobat Reader, otherwise, it must be printed and signed.

FOR OFFICE USE – SO#