



Section No. VII  
Second Revised Sheet No. 7.42  
Canceling First Revised Sheet No. 7.42

**SURGE PROTECTION AGREEMENT**  
**Rate Schedule SP**  
**Form 16**

Name \_\_\_\_\_ Telephone \_\_\_\_\_ Date \_\_\_\_\_  
(please print)

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**FACILITIES FURNISHED:**

Gulf Power Surge Protection Equipment: Meter based whole house surge arrester device  
Monthly Charge\* \$3.45

\* Monthly charge does not include applicable governmental assessments, taxes or fees and is subject to revision in proceedings before the Florida Public Service Commission.

The undersigned Customer ("Customer") requests Gulf Power Company ("Company") to furnish the facilities described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule Surge Protection and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said facilities, the Customer hereby grants to the Company, the right to install, operate, and maintain its facilities described above together with the rights of ingress and egress to and from said facilities. All fixtures, equipment and material used in the installation, operation, and maintenance of said facilities shall remain at all times the property of the Company.

Billing under this Agreement shall not begin until the meter-based surge protector has been installed. This Agreement shall be effective as of the date set forth above, and shall continue on a month to month basis. Service under this Agreement may terminate upon reasonable notice by either party to the other.

By signing this Agreement, the Customer acknowledges that the Company disclaims any and all warranties, express or implied, concerning the facilities to be installed pursuant to this Agreement. The Company shall be held harmless in connection with the operation of the facilities installed pursuant to this Agreement. In the event the protective effectiveness of the facilities should be interrupted or fail for any reason, the Company's sole obligation shall be to repair or replace its facilities installed pursuant to this Agreement within a reasonable time after actual notice of the condition is received by the Company, and such interruption shall not constitute a breach of this contract, nor shall Gulf Power Company, its affiliates, officers, directors, or employees, be liable to the Customer or to third parties for damages by reason of such interruption or failure.

This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when signed on behalf of both parties, this Agreement constitutes the entire agreement between the Company and the Customer.

\_\_\_\_\_  
Applicant Signature (Referred to above as the Customer)

**Gulf Power Company**

\_\_\_\_\_  
Customer Account Number

\_\_\_\_\_  
Representative of Gulf Power

\_\_\_\_\_  
Meter Number

\_\_\_\_\_  
Representative of Gulf Power (Print Name)

**ISSUED BY:** Susan Story

**EFFECTIVE:** January 26, 2005