

DATE: \_\_\_\_\_

**PEABODY MUNICIPAL LIGHT PLANT  
NON-RESIDENTIAL SERVICE AGREEMENT**

NO.: N- \_\_\_\_\_

I hereby request that the Peabody Municipal Light Plant connect its main line with and supply electric current for the premises located at \_\_\_\_\_ in the City (Town) of \_\_\_\_\_ Massachusetts, and doing business under the name of \_\_\_\_\_

FID# \_\_\_\_\_ PHONE# \_\_\_\_\_

The electricity will be used strictly for non-residential purposes. I agree to use said current for lighting and power, as specified above, from the time when the above connection is made, and agree to pay for same the rates and charges stipulated and established, or that may be established, by the Peabody Municipal Light Plant. I agree to observe and comply with all rules and regulations established, or that may be established, by said Municipal Light Plant.

I hereby authorize your agents or employees to set up on a suitable place upon said premises such meters and other devices as may be necessary to supply and measure said current, and to enter upon said premises at all times for the purpose of inspecting, maintaining, reading, repairing or removing any or all of the devices furnished by said Municipal Light Plant or for the purpose of terminating service as permitted by law.

It is hereby understood and agreed that while the Municipal Light Plant will use due diligence to provide an adequate and continuous service, that the Municipal Light Plant will in no way be liable for failure or unplanned interruption of same or for interruption of same during the inspection, maintenance, repair, or removal of devices furnished by the Municipal Light Plant.

**It is further understood and agreed that the signatory to this contract is solely liable and assumes full responsibility to the Peabody Municipal Light Plant for services provided whether or not the signatory is a landlord and whether or not a tenant(s) has used power out of the account of the signatory either with or without the signatory's consent.**

NAME OF LANDLORD: \_\_\_\_\_

ADDRESS OF LANDLORD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL BILLS AND ASSOCIATED CORRESPONDENCE ARE TO BE MAILED TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAID PREMISES ARE OCCUPIED BY (NAME OF PERSON(S) OR FIRM): \_\_\_\_\_  
\_\_\_\_\_

CHIEF EXECUTIVE OFFICER OF FIRM: \_\_\_\_\_ TITLE: \_\_\_\_\_

DEPOSIT AMOUNT: \$ \_\_\_\_\_ DEPOSIT NO.: \_\_\_\_\_

**NOTICE TO CUSTOMER**

Your firm is responsible for all electric energy consumed at this location through the actual day of termination (or transfer). Please notify the Peabody Municipal Light Plant, 201 Warren St., Ext. Peabody, Massachusetts 01960, or call 978-531-5975. All notifications for termination must be submitted at least one week prior to the requested termination date.

**LIMITATION OF LIABILITY**

THERE ARE NO WARRANTIES REGARDING SERVICE INCLUDING THOSE INVOLVING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. THE SALE IS MADE "AS IS." Nothing in this term and condition shall be construed as placing upon Peabody Municipal Light Plant (PMLP) any responsibility for the condition, maintenance, or safety of Customers' electrical wiring or current-consuming devices or other equipment; and PMLP shall not be responsible for any loss or damage resulting from defects, failures, malfunctions, or electrical faults in or originating in any electrical wiring, current-consuming devices, or other equipment which they may own or operate, install or maintain. PMLP shall not be responsible for damage to persons or property arising from the use of electric service on the premises of the Customer.

Notwithstanding any other provisions of this or any other term and condition:

1. It is the responsibility of Customers to protect themselves, any third parties, and property from the use, misuse, and/or availability of electrical current on their premises and from the consequences of the use, misuse, and/or availability of electrical current on their premises.
2. It is the responsibility of Customers to provide, install, use, inspect, and maintain suitable protection and protective devices to protect themselves, life, and property from any defect, failure, malfunction, and/or electrical fault in or originating in any electrical wiring, current-consuming devices, or other equipment which they may own, operate, install or maintain; and to protect themselves, life, and property from the consequences of any defect, failure, malfunction, and/or electrical fault in or originating in any electrical wiring, current-consuming devices, or other equipment which they may own, operate, install or maintain.

By accepting service from PMLP and paying the current rates, the Customer agrees that PMLP shall not be liable in any direct or indirect manner for any interruption, reduction, abnormal voltage, discontinuance or reversal of PMLP service to the Customer, whether caused by fire, explosion, flood, weather conditions, accident, labor difficulties, conditions of fuel supply, the acts of any public authority, reduction in voltage, rotating of the use of feeders, selected black-outs or failure to receive any electricity for which in any manner it has contracted, or due to the operation of an emergency load reduction program by PMLP or one with whom PMLP has contracted for the supply of electricity; nor for inspection, maintenance, repair, or removal of devices furnished by PMLP; nor for an inability for any other reason to maintain uninterrupted and continuous service.

By accepting service from PMLP and paying the current rates, the Customer further agrees that the PMLP shall not be liable for damages or injuries to the Customer or any third person resulting from the use of services or the presence of PMLP meters or appurtenances upon the Customer's premises.

By accepting service from PMLP and paying the current rates, the Customer further agrees that the PMLP shall not be liable in any direct or indirect manner for any damage to Customer's equipment due to any cause.

The term and condition is severable. Any holding by a Court of competent jurisdiction that a word, phrase or portion of this term and condition is unenforceable shall not effect the enforcement of the remainder of this term and condition. This term and condition shall be enforceable to the fullest extent of the law.

A WRITTEN STATEMENT (ON LETTERHEAD) CERTIFYING THAT THE BELOW-NAMED PERSON IS AUTHORIZED TO SIGN THIS AGREEMENT MUST BE ATTACHED HERETO PRIOR TO CONNECTION OF ELECTRIC SUPPLY.

AUTHORIZED AGENT (PRINT NAME): \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY: \_\_\_\_\_

(Signature)

Email: \_\_\_\_\_