



AGREEMENT FOR BACKUP/EMERGENCY GENERATORS

MEMBER/APPLICANT INFORMATION

Owner/Operator Name: _____

Physical Address: _____

Mailing Address (if different): _____

City: _____ County: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Number: _____

Email Address: _____

GVEC Account # (tied to generator): _____

ELECTRCIAN/CONTRACTOR INFORMATION

Company: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone Number: _____

License # : _____

Email Address: _____

TYPE OF GENERATOR: _____

INSTALLATION DATE: _____

GENERATOR DATA

Size: _____

Make: _____

Model: _____



BACKUP/EMERGENCY GENERATOR AGREEMENT

This BACKUP/EMERGENCY GENERATOR AGREEMENT (“Agreement”) is made effective as of the _____ day of _____, 20_____, by and between **Guadalupe Valley Electric Cooperative, Inc.**, a Texas nonprofit corporation (“GVEC”), and _____, an individual that owns, leases, occupies or resides at _____, _____, Texas (“Member”).

RECITALS:

A. Whereas, Member desires to install, operate when applicable, maintain, and own a backup/emergency generator (the “Backup Generator”) and transfer switch so that if a power outage occurs, Member may temporarily generate its own electricity. The Backup Generator will be cord-connected to the transfer switch.

B. Whereas, GVEC is willing to permit the Backup Generator and transfer switch to be installed in residences or buildings where GVEC supplies electricity but only if Member strictly complies with the terms of this Agreement.

AGREEMENT:

Now, therefore, in consideration of the permission granted to install, operate when applicable, maintain, and own the Backup Generator, and other good and valuable consideration, including the Recitals, which are incorporated herein by reference, the receipt of which is hereby acknowledged and confessed by Member, Member agrees to the following:

1. The Backup Generator and transfer switch connected to a residence or building where GVEC is providing electricity must: (a) only be installed by a Texas-licensed electrician; (b) be installed outside of GVEC’s easement area; and (c) be properly grounded.
2. Under no circumstance will Member or anyone working on Member’s behalf install a meter collar or attempt to open or remove GVEC’s meter. Member is allowed to install the transfer switch after notifying GVEC to facilitate a temporary disconnect.
3. Member may not attach any part of the Backup Generator, transfer switch, or related equipment to GVEC’s infrastructure or equipment, unless a GVEC representative has confirmed the service is disconnected. Neither GVEC nor GVEC’s representative is an agent of Member, has any responsibility to inspect or oversee the installation of the Backup Generator and transfer switch, and Member agrees GVEC has no responsibility for any potentially harmful, dangerous or damaging conditions caused by the installation of the Backup Generator and transfer switch even if a GVEC representative was present.
4. Member agrees to maintain the Backup Generator and transfer switch along with other related equipment in good condition at all times such that they do not present a hazard to the health or safety of anyone or interfere with the operations of GVEC. Member shall have a Texas-licensed electrician perform such maintenance work and any repairs, as necessary, but maintenance of the Backup Generator and transfer switch must occur at least one time per year.
5. Member agrees to allow GVEC access to and the right to remove the transfer switch, without any liability thereto and at Member’s sole cost, should there be any belief by GVEC that the Backup Generator or transfer switch has interrupted power or is interfering with GVEC’s meter or other equipment.
6. **Release of Liability. MEMBER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES, ACQUITS, AND FOREVER DISCHARGES GVEC, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, OFFICERS, PARTNERS, MEMBERS, AND AFFILIATES (COLLECTIVELY WITH GVEC, THE “GVEC PARTIES”) FROM, AND HEREBY WAIVES, ALL CLAIMS, DAMAGES, LOSSES, AND/OR EXPENSES (INCLUDING ATTORNEY’S FEES), OF ANY KIND AND NATURE, FOR ANY LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE, SUSTAINED OR CAUSED BY THE ACTS OR OMISSIONS OF THE MEMBER OR ANY PERSON CLAIMING BY, THROUGH OR UNDER MEMBER BY VIRTUE OF A FAILURE OF THE TRANSFER SWITCH TO FUNCTION PROPERLY, EVEN IF CAUSED**

BY THE NEGLIGENCE OF THE GVEC PARTIES, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GVEC PARTIES.

7. **INDEMNIFICATION.** IT IS AGREED THAT IN THE INSTALLATION, OPERATION, MAINTAINANCE, AND USE OF THE BACKUP GENERATOR AND TRANSFER SWITCH, MEMBER IS ACTING INDEPENDENTLY AND NOT AS AN AGENT, EMPLOYEE, OR REPRESENTATIVE OF GVEC. MEMBER SHALL INDEMNIFY, PROTECT, DEFEND WITH COUNSEL OF GVEC'S CHOICE, AND HOLD HARMLESS THE GVEC PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR LIABILITIES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS OF A GVEC PARTY'S NEGLIGENCE, WHICH A GVEC PARTY MAY SUSTAIN OR INCUR OR WHICH MAY BE IMPOSED UPON THEM OR ANY OF THEM FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGE TO PROPERTY (INCLUDING PERSONAL PROPERTY OF MEMBER) OR THE ENVIRONMENTAL STATUS OF PROPERTY AS A RESULT, ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT.
8. **Default.** If Member fails to perform any of its obligations under this Agreement, GVEC shall have the right, in addition to all other rights and remedies available to GVEC at law and in equity, to terminate the Agreement immediately with notice to Member. All rights and remedies of GVEC herein or at law are cumulative.
9. Member agrees to install, maintain and operate, when applicable, the Backup Generator and transfer switch in accordance with all applicable federal, state, and local laws, ordinances, or regulations, including but not limited to any that are currently or may in the future be promulgated by the National Electrical Safety Code, National Electric Code, or similar statute or regulation.
10. **Assignment.** This Agreement is personal to and not assignable by Member.
11. **Termination.** This Agreement may be terminated at any time by GVEC in GVEC's sole discretion. If GVEC terminates this Agreement, Member will have thirty (30) days to disconnect the Backup Generator and transfer switch from the residence or building of Member.
12. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by either party that is not embodied in this Agreement.
13. **Amendments; Waiver.** This Agreement may be amended, superseded, or canceled, and any of the terms hereof may be waived, only by a written instrument specifically stating that it amends, supersedes, or cancels this Agreement or waives any of the terms of this Agreement, signed by both GVEC and Member or, in the case of a waiver, by the party waiving compliance. Notwithstanding the foregoing, GVEC may terminate this Agreement at any time according to the provisions of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement does not in any way affect the right at a later time to enforce the same. No waiver by either Party of any condition, or any breach of any term, covenant, representation, or warranty, may be deemed or constitute a waiver of any other condition, or breach of any other term, covenant, representation, or warranty, nor shall any express waiver constitute a continuing waiver unless expressly so provided in the written and signed waiver.
14. Except insofar as governed by federal law, this Agreement shall be construed in accordance with, and its performance shall be governed by, laws in the State of Texas. Venue for purpose of any disputes arising under this Agreement shall be restricted to Guadalupe County, Texas.
15. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.
16. **No Third Party Beneficiaries.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the parties and their respective permitted successors and assigns.

WITNESS OUR SIGNATURES on this _____ day of _____, 20_____.

MEMBER:

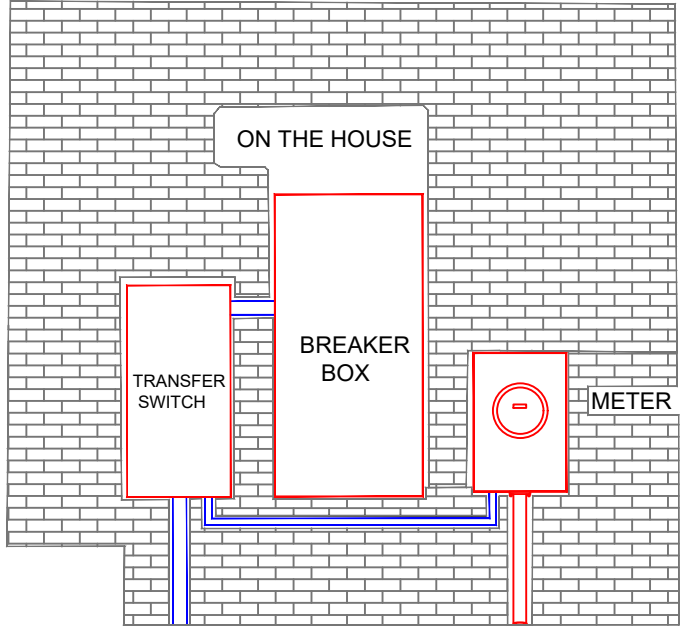
GVEC:

(signature)

(signature)

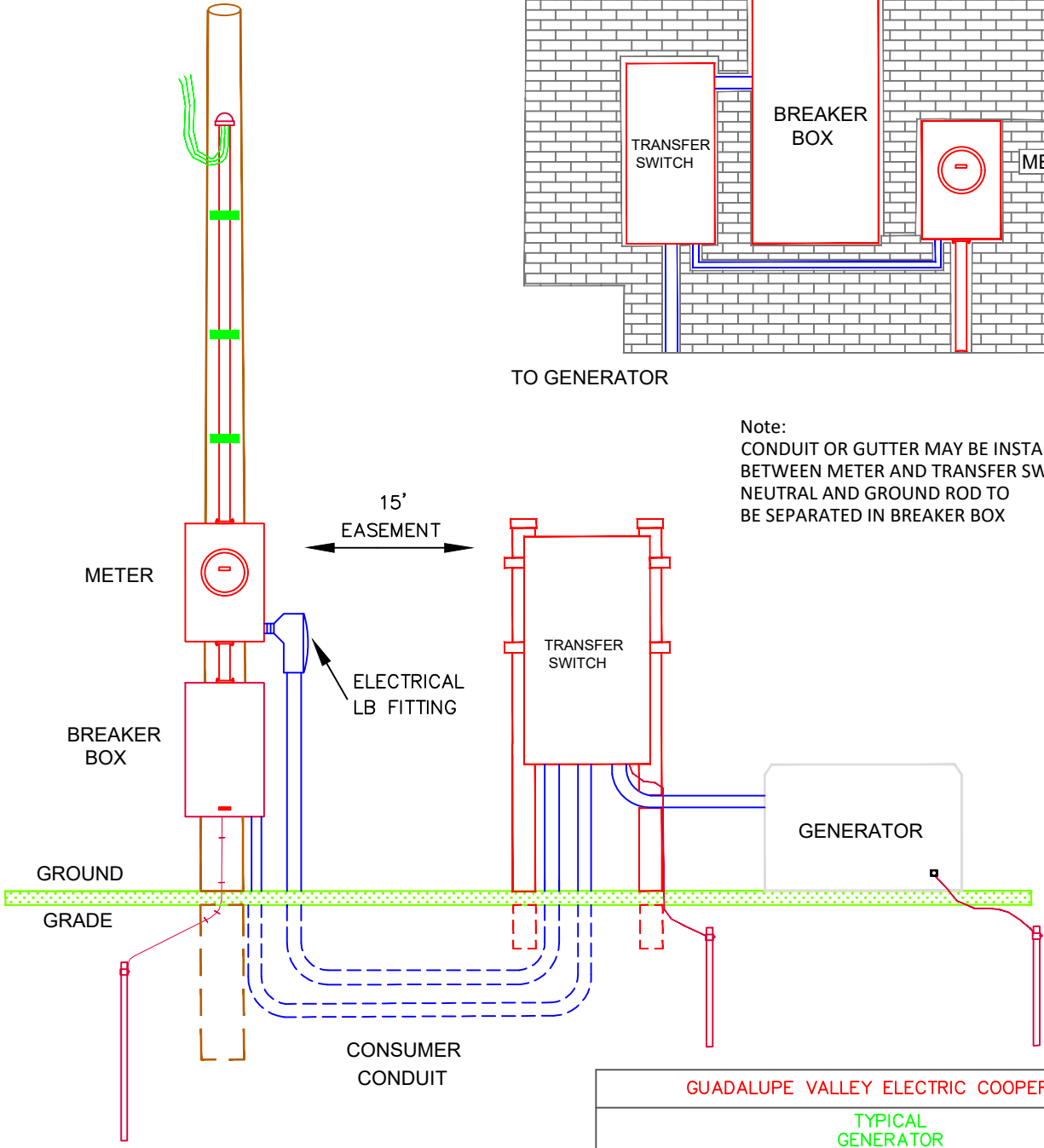
(print name)

(print name and title)



TO GENERATOR

Note:
 CONDUIT OR GUTTER MAY BE INSTALLED
 BETWEEN METER AND TRANSFER SWITCH.
 NEUTRAL AND GROUND ROD TO
 BE SEPARATED IN BREAKER BOX



ALL CONDUITS TO BE BURIED
 18" OR GREATER

GUADALUPE VALLEY ELECTRIC COOPERATIVE

TYPICAL
 GENERATOR
 DESIGN

GENERATOR

DATE	REVISED BY	DATE	REVISED BY
3-22-2022	GB		