

**HOLD HARMLESS AND RELEASE OF PROPERTY DAMAGE
FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND RESTORATION OF SEC FACILITIES**

WORK ORDER / SERVICE ORDER NO.:

ACCOUNT #: _____

EQUIPMENT MAP LOCATION #: _____

I, _____ (hereinafter "**Applicant**" or "**Property Owner**"), hereby give Santee Electric Cooperative, Inc., (hereinafter "**SEC**") permission to install, maintain, repair, and restore (hereinafter the "**Work**") above ground or underground electric service conductors and/or equipment at my home/business located at: _____ (hereinafter the "**Property**").

I AM THE OWNER, LESSEE, OR LICENSEE OF THE PROPERTY AND HAVE LAWFUL AUTHORITY TO PERMIT ENTRY UPON AND TO SAID PROPERTY, AND I HEREBY AGREE TO THE FOLLOWING PROVISIONS:

1. SEC or its contractors will need access for work equipment and a clear route to begin the Work on facilities. Any obstacles such as fences, vehicles, landscaping, debris, etc. must be removed or relocated before Work begins.
2. While SEC is responsible for locating publicly owned underground utility lines (telephone, catv, gas) through the National 811 (PUPS) system, I am solely responsible for identifying for SEC or its contractor, the correct location of any underground objects, hazards, infrastructure, and vulnerable areas of the Property that: (1) might be damaged by said Work; or (2) would cause damage to the equipment of SEC or its contractor during the Work. Underground objects include, but are not limited to: **septic tanks, drain lines, drain fields, water lines, irrigation lines and electrical lines not owned by SEC.** Underground objects, hazards, infrastructure, and vulnerable areas of the Property should be exposed or clearly marked with paint, flags or stakes.
3. I assume full responsibility for hold SEC and its contractor harmless from any and all damage to aforementioned objects when it is caused by: (1) my failure to identify or mark an object; or (2) incorrectly identifying the location of an object.
4. SEC or its contractors will perform the Work in a professional manner and use reasonable precaution to avoid or minimize damage to obvious above ground objects such as paved driveways, curbs, gutters, trees, shrubbery, crops, sidewalks, and buildings.
5. I am advised that damage **MAY** result from vehicles and equipment necessary to install, maintain, repair, and restore electric service to said Property.
6. SEC or its contractor **WILL NOT** be held responsible for any damage that may result to concrete or asphalt driveways resulting from driving heavy vehicles and equipment across it, when it is necessary for entry to the location of the Service. I assume full responsibility for any repair thereof. SEC or its contractor **WILL NOT** be held responsible for any damage that may result to landscaping, trees, shrubbery, and other above ground objects as a result of Work required to provide service to said Property. **I assume full responsibility of any repair thereof.**
7. I understand that equipment tracks and ground disturbance **will result** from the use of equipment necessary for the Work and neither SEC or its contractors will be responsible for any repair thereof.
8. To meet the National Electric Safety Code, work site grading and landscaping must be at final grade before any electric service installation begins.

9. **I understand that I may be responsible for additional costs incurred by SEC due to SEC's inability to perform the Work on schedule as a result of my failure to have the site ready or remain ready until all Work has been completed and I agree to pay any such charges.**
10. SEC or its contractor **WILL NOT** be responsible for providing erosion control measures, re-seeding or re-sodding lawns, or replacing gravel in the area(s) disturbed due to said Work.
11. I understand that repairing, replacing, and installing underground service **requires** trenching and or excavating. SEC **WILL NOT** be held responsible for any damage that may result to landscaping, trees, shrubbery, and other above ground objects when work, such as trenching and excavating, is required to provide service to said Property. **I assume full responsibility for any repair thereof.**
12. SEC and/or its contractors are responsible for backfilling all areas excavated, at the completion of the Work. Areas may be backfilled above grade when possible. I acknowledge that I am solely responsible for backfilling any area(s) where Work was completed, which have settled over time.
13. New rights-of-way will be cleared by SEC, however, any and all clean up and/or removal of all debris put on the ground will be the customer's sole responsibility. SEC and/or its contractor **WILL NOT** provide cleanup and/or removal of tree debris by way of chipping, bush hogging, cutting, burning, or hauling.
14. I agree to be the single point of contact for SEC. **I agree to be financially responsible to SEC or its contractor for any damages or charges caused by myself or a contractor retained by me.**
15. **I acknowledge that I have been given the opportunity to consult with an attorney prior to signing this document and I hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this document.**

Underground conductors and/or poles and equipment may be marked with paint and/or stakes. At your request, you may review your proposed installation with your area engineer before construction begins. We encourage members to discuss plans for installation with an area engineer before construction.

THESE PROVISIONS HAVE BEEN EXPLAINED TO ME AND I HAVE RECEIVED A COPY OF THIS DOCUMENT.

Applicant/Property Owner's Signature	Phone Number	Date
---	---------------------	-------------

Contract was explained and received by:

SEC Representative's Signature	Phone Number	Date
--------------------------------	--------------	------

This release shall become effective on the date signed, and shall remain in effect for the life of the service