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## LIABILITY FOR DAMAGE

The member receiving service from the Cooperative assumes full responsibility for electricity on his premises at and from the point of delivery. He shall indemnify, save harmless, and defend the Cooperative against all claims, demands, costs or expense, for loss, damage, or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the use of electricity by the member at or on his side of the point of delivery.

Members are cautioned that certain types of data processing and other electronic equipment are sensitive to transient voltages which typically occur in commercial power systems in routine operations. The member should have adequate surge suppression devices to protect their electronic and data processing equipment. The Cooperative will not be liable for transient voltage-related damage or loss.

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## DIVERSION OF ELECTRIC CURRENT

When the Cooperative discovers that electricity is being diverted or resold by any method that appears to interfere with the proper metering of electricity delivered, the Cooperative may estimate and present a statement for unmetered service resulting from such interference.

Such an account shall be due and payable immediately, and subject the member to a service termination if not paid instantly. When service is thus terminated, the member will be reconnected after the following conditions have been met:

- a. Pay all damages to equipment due to interference with metering.
- b. Pay the bill for the unmetered service which he has used.
- c. Pay the appropriate fee for reconnection or service.
- d. The member must agree to comply with reasonable requirements to protect the Cooperative against further infractions of its Terms and Conditions.

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## REASONS FOR DENYING SERVICE

Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the member shall be allowed a reasonable time in which to comply with the rules before service is denied.

1. Without notice in the event of a condition determined by the Cooperative to be hazardous.
2. Without notice in the event of a member's use of equipment in such a manner as to adversely affect the Cooperative's equipment or Cooperative's service to others.
3. Without notice in the event of tampering with equipment furnished and owned by the Cooperative.
4. Without notice in the event of unauthorized use.
5. For violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes.
6. For noncompliance with any rule promulgated by the Cooperative and filed with the Public Service Commission.
7. For failure of the member to fulfill his contractual obligations for service and/or facilities subject to regulation by the Public Service Commission.
8. For failure of the member to permit the Cooperative reasonable access to its equipment.
9. For nonpayment of a bill provided that the Cooperative has followed the procedure as outlined under Billing of these Terms and Conditions.

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10. For failure of the member to provide the Cooperative with a deposit as outlined under Deposits of these Terms and Conditions.
11. For refusal to sign a right-of-way easement.
12. For failure of a member to pay an unpaid bill and applying for or presently receiving service under another name or as a resident of another member's household subject to the requirements of COMAR 20.50.04.01-2.

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RESALE OF ELECTRICITY

Members shall not directly nor indirectly sell or distribute electric energy for any purpose. Members that utilize master meters and sub-meters must comply with COMAR 20.25.01, if applicable.

When rental charge to a tenant includes the cost of electricity, it shall not be considered resale.

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## SERVICE INTERRUPTIONS

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any member's equipment caused by any failure to supply electricity or by any interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The member shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity to the electric supply.

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the member. The member to be affected by such interruptions shall, if practicable, be notified in advance.

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## COMPLAINTS

Complaints concerning the charges, practices, facilities or service of the Cooperative will be investigated promptly and thoroughly. A file is kept individually on all members.

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## DAMAGE TO COOPERATIVE PROPERTY

Whenever any line or equipment is negligently damaged so as to cause disruption of service, there will be a charge based on the actual cost of restoring the line.

Damage done to any Cooperative property, not resulting in a disruption of service, shall be charged for at the actual cost of repairing such damage.

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## RELOCATION OF LINES AND EQUIPMENT

The Cooperative will not relocate its lines or equipment unless the person or organization desiring the relocation pays the estimated cost of relocation in advance, or guarantees the payment to the Cooperative's satisfaction. The actual cost of the relocation will be computed after construction and a bill or credit rendered. If the Cooperative must relocate its lines or equipment due to unforeseen member action, the member must pay for the actual cost of the relocation.

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## BUILDINGS OVER OR UNDER ELECTRIC LINES

No building or structures shall be constructed over or under the Cooperative's lines.

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