

Acct# 10071536-0

SUD# 609504

METER POLE BILL OF SALE

THIS BILL OF SALE made and entered into on this 3rd day of July, 2019 by and between JEFFERSON ENERGY COOPERATIVE (hereinafter called "Jefferson Energy"), Seller and Jessica Schafer, (hereinafter called "Buyer").

Jefferson Energy agrees to sell and install a meter pole complete with meter base and main disconnect suitable for use for a mobile home. This equipment will be in compliance with the National Electrical Code and all other local and county building codes.

Jefferson Energy agrees to warrant said equipment installed for 90 days. This warranty covers only defective equipment and does not apply to damages to equipment or property of owner resulting from acts of God and/or negligent use of the equipment by Buyer, or the occupant of premises.

The parties agree that Buyer's sole and exclusive remedy (whether in contract, tort, or otherwise) for breach of Jefferson Energy's obligations as to any goods or services or warranties and Buyer's only liability for any such breach shall be either replacement or repair of defective goods or parts, whichever remedy Jefferson Energy shall select, in Jefferson Energy's sole discretion. Buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, or any other incidental or consequential loss) shall be available to Buyer.

Buyer specifically agrees to indemnify, defend and hold harmless Jefferson Energy and its employees, agents, and assigns from any and all liability from any cause whatsoever arising out of Buyer's ownership and use of this meter pole. Buyer further agrees that in the event any legal action is brought against Jefferson Energy arising out of the use of the pole by Buyer, any subsequent owner, or any person claiming damages by virtue of or in any manner arising out of the future use of the pole, or damage therefrom, that Buyer agrees to indemnify, defend and hold harmless, Jefferson Energy and its employees from any and all costs, charges, expenses, attorney's fees and judgments which may be imposed upon or incurred by Jefferson Energy in any manner arising out of such claim or such litigation.

LIMITATIONS AND EXCLUSIONS OF WARRANTIES:

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO THE PRODUCTS SOLD BY JEFFERSON ENERGY.

It will be the responsibility of Buyer to supply necessary branch/feeder circuits and installation of such from meter pole. All installations must be in accordance with the National Electrical Code and all other local and county codes. It will be the responsibility of Buyer to have the authority having jurisdiction (i.e. county or city) inspect the meter pole and branch/feeder circuit installation.

Jessica Schafer
Jefferson Energy Member (print name)

10071536-00
Account No.

706-373-4255
Telephone No.

J. Schafer
Jefferson Energy Member Signature

7500 Rainey Morris Rd (Appling)
Service Address (Gracetown)

Appling GA 30802
City, State, Zip

Jefferson Energy Employee Signature

Cost: \$425.00
Tax: \$ 34.00
Total: \$ 459.00

Cash []
Check [] # _____
credit card

Comments: one meter pole

Acct# 10071536-001

UTILITY POLE WAIVER FORM

SU244
609504

I hereby acknowledge receipt and accept full ownership of 1 (#) poles from Jefferson Energy Cooperative upon the following terms and conditions:

1. The poles delivered hereunder consist of the following number and size:

one meter pole

2. The purchase and/or handling fee for said poles is \$ _____ in hand paid, receipt of which is hereby acknowledged by Jefferson Energy Cooperative.

3. **ALL POLES OBTAINED HEREUNDER ARE "AS IS" WITHOUT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR USE OR PURPOSES, INCLUDING STRUCTURAL SUPPORT.**

4. I acknowledge that Jefferson Energy Cooperative has advised me that the poles may have been treated with preservatives and other chemicals that are subject to regulation by the United States Environmental Protection Agency (the "EPA"), and I have been advised that these poles may contain chemicals and materials that are potentially hazardous to me and any other person or thing coming in contact with these poles. I acknowledge receipt of an applicable Consumer Information Sheet approved by the EPA and acknowledge that I have read and understand it. I have received these poles with the intent to use them only for lawful purposes.

5. I specifically agree to indemnify, defend and hold harmless Jefferson Energy Cooperative from any and all liability from any cause whatsoever arising out of my ownership and use of these poles. I further agree that in the event any legal action is brought against Jefferson Energy Cooperative arising out of the use of these poles by me, any subsequent owner, or any person, claiming damages by virtue of or in any manner arising out of the future use of the poles, or damages there from, that I agree to indemnify, defend and hold harmless Jefferson Energy Cooperative from any and all costs, charges, expenses, attorney's fees and judgments which may be imposed upon or incurred by Jefferson Energy Cooperative in any manner arising out of such claim or such litigation.

Dated this 3rd day of 7 2019

Witness:

Jefferson Energy Cooperative

J. Schafer
Signature

By: _____

Name: Jessica Schafer

Address: 7500 Rainey Morris Rd

City, State, Zip: Appling GA 30802