

## Safety First - Farm Rewiring Grant Program Application & Contract

This Safety First – Farm Rewiring Grant Program Agreement (this “Agreement”) is entered into as of the date of the last signature below by and between Polk-Burnett Electric Cooperative, a Wisconsin cooperative located in Centuria, Wisconsin (hereinafter referred to as “Polk-Burnett”), and \_\_\_\_\_ (hereinafter referred to as “Owner”). Owner and Polk-Burnett may be referred to individually or collectively as “Party” or “Parties”).

WHEREAS, Polk-Burnett has implemented the Safety First – Farm Rewiring Grant Program (the “Program”) to assist member owned and operated dairy farm locations within its service area with safety, power quality, and inspection and replacement, if needed, of electrical wiring on the Owner’s premises;

WHEREAS, the Board of Directors of Polk-Burnett has adopted Policy M-39, *Safety First-Farm Rewiring Grant Program*, a copy of which is on file at the offices of Polk-Burnett, which sets forth the objectives of this Program;

WHEREAS, pursuant to Policy M-39, Polk-Burnett will award grants (a “Grant”) of twenty percent (20%) or up to six-thousand dollars (\$6,000.00), towards a farm rewiring project; and

WHEREAS, this Agreement constitutes both an application for a Grant and contracted terms for the procedure surrounding the Grant and Program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereby agree as follows:

1. The Owner hereby represents and warrants that Owner occupies and owns the following described property and receives electrical service to said property from Polk-Burnett (the “Premises”) [OWNER INSERT ADDRESS/PARCEL NUMBER(S)]:
2. The Owner hereby applies for a Grant from Polk-Burnett for funding to complete a farm rewiring project to fix electrical defects on the Premise (the “Project”) upon the following terms and conditions:
  - a. Polk-Burnett will arrange to have the entire Premises of Owner inspected by a Wisconsin Certified Electrical Inspector and Owner agrees to said inspection. Such inspection includes, but is not limited to, all barns, homes, outbuildings, storage facilities, garages, and other structures receiving electricity on the Premises.
  - b. The cost of the inspections described in Sections (2)(a) and (2)(f) of this Agreement will be paid for by Polk-Burnett, regardless of whether Owner is approved for a Grant.
  - c. The certified inspector will provide a list of all of the electrical defects found on the Premises to both the Owner and Polk-Burnett.
  - d. Once the list of the defects is received, Owner shall obtain two bids for the cost of the Project so that it is up to appropriate code standards and correcting the defects listed pursuant to Section 2(c) of this Agreement. Bids shall be from appropriately licensed electrical contractors familiar with the anticipated Project.
  - e. Polk-Burnett shall have final approval of the Project, including, but not limited to, approval of the electrician’s bid and the items which must be corrected to ensure compliance with all applicable electrical codes. Polk-Burnett may require Owner to seek additional bids if it determines an electrical contractor is not sufficiently licensed or trained to complete the work contemplated in the Project.
  - f. The Grant amount will be paid to the licensed electrician upon completion of the Project following re-inspection and final approval by a Wisconsin Certified Electrical Inspector. The amount paid to the licensed electrician pursuant to the Grant will not exceed the lower of the following: (1) \$6,000.00; or (2) twenty percent (20%) of the Project cost.
  - g. Owner agrees to indemnify and hold Polk-Burnett and Polk-Burnett’s officers, agents, directors, and employees harmless from any liability, loss, or damages they may suffer as a result of the activities to be carried out pursuant to the Project or this Agreement. Such losses or damages include, but are not limited to, property damage, bodily injury, or interruptions to Polk-Burnett’s electric service. Notwithstanding this Section 2(g), this indemnification and hold harmless clause shall not apply if the liability alleged is due to the willful misconduct of Polk-Burnett.
  - h. Owner agrees that this Agreement is an initial application and agreement and that Owner may be required to sign additional agreements or waivers prior to being approved for a Grant under the Program.

[SIGNATURE PAGE FOLLOWS]

The above application is hereby:

☐ Approved for the amount requested

☐ Approved for the amount of \$ \_\_\_\_\_

☐ Not approved

\_\_\_\_\_  
Signature of Polk-Burnett Representative

OWNER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Telephone