

WAIVER OF RIGHTS TO WILDRIDGE ELECTRICAL SERVICE

THIS WAIVER AND RELEASE AGREEMENT made and entered into on this _____ day of _____, 20__ by the Wildridge Association Inc., a not for profit corporation, duly organized and existing under the laws of the State of Indiana, herein referred to as "Lessor" and by _____ and _____ of _____, City of _____, State of _____ Zip Code _____ County of _____, herein referred to as "Lessees".

WHEREAS, by an instrument dated the ____ day of _____, _____ lessee leased from Lessor premises located in Crawford County, Indiana, to wit: Lot(s) numbered # _____ in Wildridge RV Resort, a portion of the North half of the Northeast Quarter of Section 5, Township 2 South, Range 2 West.

Said lessee premises herein after described as the "Lot"; a copy of which said lease agreement is recorded at the Crawford County Courthouse in Book _____, Page _____, this waiver will be part hereof and;

WHEREAS, said lease required the lessor to provide electric service to lessee; and;

WHEREAS, lessee has paid for said electric service as a part of the yearly fees paid by lessee to lessor, and,

WHEREAS, lessee now desires to contract with the Dubois Rural Electric Cooperative for installation of a private electric meter and for individual service to the lot; and,

WHEREAS, lessor through its Board of Directors, has passed a resolution allowing its individual members to contract with said Dubois Rural Electric Cooperative for the installation of private meters and private electrical service, and has deemed said private service to be desirable.

NOW AND THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. That the execution of this agreement shall constitute a Waiver and Release of the obligation of the Lessor to provide electric utility service to the Lessee, his , her, or their heirs, legal representatives, successors and assigns and Lessor will disconnect Lessee's Electrical service furnished by Lessor; and,
2. Lessee shall be permitted to contract with Dubois Rural Electric Cooperative for the installation of a private meter and furnishing of private electric service at Lessee's sole expense; and,
3. The annual dues or fees payable by Lessee to Lessor shall not be reduced as a result of this agreement.
4. Lessee shall indemnify and hold harmless the Wildridge Association, Inc., its officers and directors, from any liability that may rise during the installation of said service, from any damage to utility lines, or any up-keep, maintenance or repair during the installation or resulting from the installation and use of private electric meters.
5. This agreement shall be recorded in the office of the Crawford County Recorder, Indiana, shall run assigns of the parties hereto.

"Lessor"

The Wildridge Association, Inc.

"Lessee"

By: _____

Park Electric will be disconnected 60 days after closing _____.