

**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 \_\_\_\_\_, 20\_\_ lessee leased from Lessor premises located in Crawford County, Indiana, to wit: Lot(s) numbered # \_\_\_\_\_ 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 as instrument # \_\_\_\_\_ this waiver will be part hereof and;

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

WHEREAS, lessor through its Board of Directors, has passed a resolution requiring individual members which obtain a building permit, or engage in a new lease transfer, to contract with said Dubois Rural Electric Cooperative for the installation of private meters and private electrical service, and agrees to waive lease requirement of lessor provided electric service.

WHEREAS, lessee waiving this right, 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 , 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.

"Lessor"  
The Wildridge Association, Inc.

"Lessee"

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PARK ELECTRICITY WILL BE SHUT OFF 60 DAYS AFTER A LEASE TRANSFER OR UPON ISSUANCE OF A BUILDING PERMIT ON \_\_\_\_\_**