

OUTDOOR LIGHTING CONTRACT

The undersigned, hereafter referred to as "Member", hereby applies for "outdoor lighting" with West Florida Electric Cooperative, hereafter referred to as "Cooperative, and agrees to the following terms. **Please note that this is a minimum two (2) year contract.**

1. The Member agrees to pay the applicable outdoor lighting connection fee based on the current Cooperative rates and fees. The Cooperative shall furnish, install at a location agreeable to both parties, own, operate and maintain outdoor lighting. Said light will be placed on a structure owned by the Cooperative. Should the Cooperative be required to furnish a structure, the member shall, in advance pay an installation charge based on the current installations rates and fees.
2. The Cooperative's maintenance or service crew will maintain the unit during regular working hours. Should request be made to disconnect prior to end of twenty-four (24) month contract, the member will be billed for remainder of contract. The monthly service and maintenance charge will be automatically billed through the member's WFEC utility bill.
3. The Member is responsible for all aspects of designing the lighting plan. The Cooperative does not conduct a study regarding the application of a particular lighting unit, assumes no responsibility and issues, no warranties as to the adequacy, sufficiency or appropriateness of the lighting system for the purposes of safety, security or other illumination.
4. By Member request, the Cooperative shall alter the location of the lighting unit, provided a proper support is furnished and the member agrees to pay the Cooperative for costs incurred in making the change equal to fees set forth in the schedule of service fees in effect at the time of the move.
5. The energy used to power outdoor lighting is not metered. The Member shall pay a monthly charge for each light, contingent upon the lamp size and the fees currently in effect. The charge shall be included on the Member's monthly billing statement. Said fees are subject to fuel adjustments, applicable taxes, and to change at the discretion of the Cooperative.
6. The type of equipment to be used and the method of installation shall be in accordance with Cooperative standards. The complete installation remains the property of the Cooperative.
7. The member shall grant right-of-way access to the unit and structure to permit any tree trimming required to install and maintain the light.
8. The member agrees to refrain from making any attachments to the structure, or from placing any debris, fences, landscaping, or objects around the pole in a manner which makes repairs difficult or unsafe for the Cooperative employees.
9. The member agrees to protect the unit from damage so far as the Member is able, and to pay for any willful or negligent damage done to the same. This contract is subject to termination in the event that maintenance or bulb replacement becomes excessive due to vandalism.
10. It shall be the responsibility of the Member to notify the Cooperative if the light fails. The Cooperative assumes no responsibility to inspect the lighting unit to determine capacity until after such time that the Cooperative has been notified of failure. Moreover, if an alleged outage notification is not logged into the Cooperative's service order system, it is presumed that no call was ever placed by the Member and that no outage report was received by the Cooperative. When placing a repair request, the Member should ask for a job order number with which the Member can use to make inquiries at a later date.
11. The Cooperative will attempt to repair an outdoor light within sixty (60) days of notification that said light is not functioning. Response time may extend to as long as 365 days if delayed by limited access, pole attachments, or in the event of a state of emergency or natural disaster. The Cooperative makes no guarantee of continuous lighting or 100% reliability of lighting, and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light.
12. The Member herewith indemnifies and holds harmless the Cooperative from any and all liability, loss or damage that the Cooperative or any other person or entity may suffer as a result of, or in any way relating to the said installation, alteration, operation, repair or replacement of the lighting unit, even if caused by the negligence of the Cooperative.

Member Signature _____ Date _____

Account Number _____ Cooperative Representative _____

To report an outdoor lighting outage, call 800.342.7400.

