

Location Number: _____

Expiration Date: _____

**AGREEMENT
FOR
RESIDENTIAL LIGHTING SERVICE
(3 YEAR MINIMUM INITIAL TERM)**

This Agreement is entered into this _____ day of _____, 20____ by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as "**PALMETTO**", and _____, hereinafter referred to as "**MEMBER**".

The **MEMBER** desires that **PALMETTO** install dusk to dawn residential lighting on property owned by **MEMBER**. The **MEMBER** agrees to pay **PALMETTO** for said light(s) and pole(s) and in accordance with the terms and conditions of **PALMETTO**'s Outdoor Lighting Schedule and standard electric service payment requirements.

QUANTITY	TYPE & SIZE	RATE PER UNIT	LIGHT ID NUMBER	MONTHLY CHARGE
MEMBER AGREES TO PAY MONTHLY CHARGE OF				

(Plus applicable sales, use, franchise or utility taxes and/or fees.)

THE PROMISES OF MEMBER

1. **MEMBER** agrees that from time to time **PALMETTO** may adjust the rates charged hereunder to account for actual changes (increases or decreases) in costs incurred by **PALMETTO** for supplying electrical power and/or service under this Agreement.
2. The equipment and facilities installed by **PALMETTO** shall remain the property of **PALMETTO**, and the **MEMBER** hereby grants to **PALMETTO** the right to enter upon the **MEMBER**'s premises without prior notice for the installation, maintenance and removal of such equipment or facilities. Outdoor Lighting service shall be provided only at locations which are readily accessible to **PALMETTO**'s equipment for installation and maintenance purposes.
3. If the **MEMBER** desires relocation of a light, a relocation charge will be billed to the **MEMBER** for the amount of all cost, both labor and materials. This charge shall be paid before the commencement of the relocation.
4. The **MEMBER** agrees to allow **PALMETTO** and its authorized representatives to trim trees and

- shrubs as necessary for the installation, maintenance or removal of the lighting equipment, however, **PALMETTO** is not responsible for the trimming of trees which block or impede the light source.
5. It is the responsibility of the **MEMBER** to notify **PALMETTO** of any failed or malfunctioning light(s) in need of repair or replacement.
 6. The **MEMBER** shall be required to reimburse **PALMETTO** for the cost of any maintenance work which is required due to negligence or vandalism. If vandalism persists, **PALMETTO** reserves the right to terminate the agreement and remove the outdoor light(s).
 7. Due to changes over time in available product offerings, **PALMETTO** may, from time to time, change, alter, or adjust the appearance of any portion of the lighting system, so long as the light continues to provide the same or similar function.
 8. The **MEMBER** shall defend, indemnify, and hold harmless **PALMETTO** from all claims, losses, liabilities, and expenses for personal loss, injury or death to persons and loss, damage to or destruction of **PALMETTO** or any other persons or entities property arising out of any work or modifications by the **MEMBER** to **PALMETTO's** lighting system and all Acts of God.

THE PROMISES OF PALMETTO

9. **PALMETTO** will furnish, install, own, operate and maintain the lighting system, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the **MEMBER's** electricity meter.
10. **PALMETTO** will repair or replace a failed light at no additional cost to the customer as soon as practical after notification by the **MEMBER** of the failed light with specific location or unique light ID number. Light repairs will take place during **PALMETTO's** normal business hours.

GENERAL

11. This Agreement shall be for a minimum initial term of three (3) years from the commencement of service of each individual light. If the **MEMBER** desires to terminate this agreement before the 3 year term has expired, the **MEMBER** may be charged for the prorated amount of future revenue, less fuel costs. This charge may be applied against the **MEMBER's** electric utility bill.
12. **MEMBER** agrees to disclose this Agreement and all requirements herein to any and all successors, heirs and assigns, including the monthly payment obligations and remaining term. All successors, heirs and assigns of **MEMBER** shall be required to fulfill any remaining term of Agreement.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties.

Member

Date

Palmetto Representative

Date