

JOE WHEELER ELECTRIC MEMBERSHIP CORPORATION
OPERATIONAL POLICIES
Special Outdoor Lighting Agreement
Addendum 209C
Adopted January 24, 2008
AMENDED AND BOARD APPROVED: OCTOBER 7, 2014

This agreement entered this _____ day of _____, 20____ by and between _____, hereinafter know as, "Customer" and Joe Wheeler Electric Membership Corporation, hereinafter known as JWEMC. This agreement covers the installation of a lighting system at _____ and the installation and maintenance costs of said lighting system.

The Customer agrees to pay all costs associated with energy, pole rental, maintenance, and other applicable fees for the lighting system as outlined by the lighting option chosen by the Customer. Customer will initial the lighting option in which it chooses to participate.

_____ **Option 1 – JWEMC Provide Lighting System and Maintenance**

JWEMC will work with the Customer to provide a lighting design in accordance with applicable codes for lighting and electrical systems. JWEMC will supply only material, poles and fixtures, which it stocks, for such applications to ensure replacement material will be available for maintenance. The Customer will be allowed to choose from the selection of poles and fixtures JWEMC offers with the understanding the cost of the materials will directly affect the cost of the installation of the lighting system.

Customer agrees to pay a monthly lease amount of _____ per month for a period of _____ years to cover the cost to install and maintain the lighting system as well as other applicable costs such as energy, pole rental, etc. associated with the lighting system.

Customer understands the monthly lease amount will continue for the entire _____ year term of this contract. The term of this contract will commence upon the final installation of the lighting system. At the option of JWEMC, termination of the lease by customer may be cause for unpaid balance of investment to be due and payable. Terminated service shall be cause for removal of the lighting system.

Customer may not assign this contract without prior written approval of JWEMC.

Lighting system shall remain the property of JWEMC for the term of the contract. At the end of the term of the contract, ownership of the lighting system will transfer to the customer. At the end of the term of the contract, the cost for providing maintenance by JWEMC will be renegotiated. Any modifications or relocations of the lighting system shall be made at the customer's expense.

Customer may exercise the option to purchase the lighting system at any time during the lease period for a cost not to exceed the remaining payoff of the lighting system. See Attachment 1 for payoff schedule.

It will be the responsibility of JWEMC to insure the lighting system meets all applicable electric codes during the term of the agreement.

It will be the responsibility of the Customer to notify JWEMC if a problem exists with the lighting system, such as lights not working.

Option 2 – JWEMC Provide Lighting System and Customer Maintain

JWEMC will work with the Customer to provide a lighting design in accordance with applicable codes for lighting and electrical systems. JWEMC will supply and install material as directed by the Customer.

Customer agrees to pay all material and installation costs upfront. Customer also agrees to pay monthly energy costs and any other applicable fees associated with providing service to the Customer maintained lighting system.

Customer understands if materials are used other than those normally supplied by JWEMC, no future maintenance agreements will be entered into by JWEMC due to the costs associated with stocking non-standard poles and fixtures.

Lighting system shall remain the property of the Customer. The Customer understands it is responsible for all maintenance to the lighting system beyond the designated point(s) of delivery. JWEMC will bill the Customer for all work performed by JWEMC beyond the point(s) of delivery.

The Customer must notify JWEMC if the lighting system is transferred to another entity. The Customer must pay all outstanding balances for service to the lighting system. The new entity will be required to apply for service for the lighting system and pay any applicable fees.

It will be the responsibility of JWEMC to insure the lighting system is designed and installed per all applicable electrical codes. Once the system is turned over to the Customer, it becomes the Customer's responsibility to insure the system meets all applicable electric codes. JWEMC has the right to terminate service to the lighting system if the lighting system poses a safety hazard to the public.

Option 3 – Customer Provide Lighting System and JWEMC Maintain

Customer will provide a lighting design in accordance with applicable codes for lighting and electrical systems and in accordance to JWEMC design. The Customer will supply and install material as directed by JWEMC. Customer will supply only material, poles

and fixtures, which JWEMC stocks for such applications to ensure replacement material will be available for maintenance.

Customer agrees to pay a monthly maintenance cost of _____ per month for a period of ____ years to cover the cost to maintain the lighting system as well as other applicable costs, such as energy, associated with the lighting system.

Customer understands the monthly maintenance cost will continue for the entire life of the lighting system. JWEMC has the right to terminate the maintenance agreement with the Customer for failure of payment of the applicable maintenance, energy or other applicable fees. Upon termination of service, all maintenance becomes the responsibility of the Customer. JWEMC also has the right to discontinue service to the lighting system for Customer's failure of payment of the applicable maintenance, energy or other applicable fees.

Customer may not assign this contract without prior written approval of JWEMC.

Lighting system shall remain the property of the Customer for the term of the contract. At the end of the term of the contract, the cost for providing maintenance by JWEMC will be renegotiated. Any modifications or relocations of the lighting system shall be made at the customer's expense.

Customer may exercise the option to terminate the maintenance agreement at any time with two months' notice to JWEMC. The Customer understands he/she is responsible for all maintenance to the lighting system beyond the designated point(s) of delivery from this point forward. JWEMC will bill the Customer for all work performed by JWEMC beyond the point(s) of delivery. Customer understands he/she is still responsible for all monthly energy costs and any other applicable fees associated with providing service to the Customer maintained lighting system.

The Customer must notify JWEMC if the lighting system is transferred to another entity. The Customer must pay all outstanding balances for service to the lighting system. The new entity will be required to apply for service for the lighting system and pay any applicable fees.

It will be the responsibility of JWEMC to insure the lighting system meets all applicable electric codes during the term of the agreement.

It will be the responsibility of the Customer to notify JWEMC if a problem exists with the lighting system, such as lights not working.

_____ **Option 4 – Customer Provide Lighting System and Customer Maintain**

Customer will provide a lighting design in accordance with applicable codes for lighting and electrical systems. Customer also agrees to pay monthly energy costs and any other applicable fees associated with providing service to the Customer maintained lighting system.

Customer understands if materials are used other than those normally supplied by JWEMC, no future maintenance agreements will be entered into by JWEMC due to the costs associated with stocking non-standard poles and fixtures.

Lighting system shall remain the property of the Customer. The Customer understands he/she is responsible for all maintenance to the lighting system beyond the designated point(s) of delivery. JWEMC will bill the Customer for all work performed by JWEMC beyond the point(s) of delivery.

The Customer must notify JWEMC if the lighting system is transferred to another entity. The Customer must pay all outstanding balances for service to the lighting system. The new entity will be required to apply for service for the lighting system and to pay any applicable fees.

It will be the responsibility of the Customer to insure the lighting system is designed and installed per all applicable electrical codes. It is the Customer's responsibility to insure the system meets all applicable electric codes. JWEMC has the right to terminate service to the lighting system if the lighting system poses a safety hazard to the public.

The Customer has chosen Option _____ of the agreement. Each of the undersigned has read this contract and, by signing below, agrees to be bound by its terms and conditions.

Date

Representative

Joe Wheeler EMC Representative