

**TARIFF AGREEMENT FOR THE PROVISION OF
STANDBY GENERATOR TRANSFER SERVICE**

This Agreement is made and entered into this ____ day of _____, -_____, by and between _____ (hereinafter called the "Customer") and TAMPA ELECTRIC COMPANY (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

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That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of a general service rate schedule (i.e. GSD, GSDT, SBD, SBDT, GSLDPR, GSLDSU, GSLDTPR, GSLDTSU, SBLDPR, SBLDSU, SBLDTPR, or SBLDTSU) and the Standby Generator Rider (GSSG-1). Company's presently approved Schedule GSSG-1 is attached hereto as Exhibit "A".

2. The Customer agrees that, promptly after this agreement is executed, but in no event more than three months thereafter, the Company will engineer, provide, install, and activate equipment as described in the Standby Generator Contact Record which is attached hereto as Exhibit "B".

3. The Customer shall be obligated to promptly notify the Company, in writing, concerning any planned or anticipated change (either an increase or a decrease) in the Customer's load, load factor or generation capacity which might result in a change in the Customer's load transfer capability.

4. Prior to the Customer's receiving service under Schedule GSSG-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be transferred. The Customer shall be responsible for meeting any applicable code standards and legal requirements pertaining to the installation and operation of the equipment. The Customer shall be solely responsible for maintaining Customer-owned equipment in proper working order, and shall provide the Company access at all reasonable times to inspect the Company's equipment to determine its condition.

5. The Customer expressly agrees to reserve and make available to the Company space on the Customer's premises for the installation of the Company's notification and metering equipment. The Customer shall properly protect the Company's property on the Customer's premises and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's equipment. The Customer shall, as promptly as practicable, notify the Company concerning any noticeable faulty condition or malfunction of the Company's equipment.

6. The initial term of this Agreement shall be 30 days. The Customer is required to give the Company 30 days notice in advance of discontinuing service under the GSSG-1 rider

attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of days notice of the Customer's desire no longer to participate in the program as is provided for in Exhibit "A".

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of Schedule GSSG-1 or this Agreement. Such termination will only affect the application of the GSSG-1 rider. Prior to any such termination, the Company shall notify the Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 30-day period. If the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSSG-1.

8. This Agreement may be terminated if the same is required in order to comply with the regulatory rulings.

9.a The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, costs or expenses, for loss or damage to property or for injury to persons, in any manner directly or indirectly connected with, or arising out of, the use of standby generator transfer service on the Customer's side of the point of delivery or out of the Customer's negligent acts or omissions.

b. With respect to a Customer that is the state, a state agency or subdivision (as those terms are defined in Section 768.28(2), Florida Statutes, or the successor thereto), the obligations of Customer set forth in Paragraph 9.a above shall be subject to Section 768.28 (or the successor thereto), including the limitations contained therein. With respect to a Customer that is the United States of America, or agency or subdivision thereof, the obligations set forth in Paragraph 9.a shall not apply.

In either case, the Company reserves its rights under Section 768.28 (or the successor thereto), and the Federal Tort Claims Act (or the successor thereto), as applicable, including, but not limited to, the right to pursue legislative relief.

10. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

11. This Agreement incorporates by reference the applicable terms of the tariff filed with the Florida Public Service Commission by Tampa Electric, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the agreement shall control.

12. This Agreement may not be assigned by the Customer without the prior written consent of the Company. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Witnesses:

By: _____

Title: _____

Witnesses:

TAMPA ELECTRIC COMPANY

By: _____

Title: _____