

**TARIFF AGREEMENT FOR THE RESIDENTIAL PRICE RESPONSE
LOAD MANAGEMENT PROGRAM**

This agreement is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

WITNESSETH:

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

1. The Customer chooses to take service pursuant to Tampa Electric Company's Residential Price Responsive Load Management Program which has been approved by The Florida Public Service Commission. This program includes service and under the Company's Rate Schedule RSVP-1, on file with and approved by the Florida Public Service Commission.
2. Tampa Electric Company will provide the necessary energy management equipment for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company-owned energy management equipment installed at the Customer's premises.
3. The Customer will provide reasonable access for installing, inspecting, testing, and/or removing Company-owned equipment. Fees, where applicable for installation and removal of Company-owned equipment, are described in Rate Schedule RSVP-1 and are incorporated as part of this agreement.
4. The Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of Tampa Electric Company. Tampa Electric will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under Rate Schedule RSVP-1 will commence the first full billing cycle after the installation, inspections, and testing of the equipment, and will continue for a period of one year and thereafter until terminated by the Customer with 30 days notice. Rate Schedule RSVP-1 is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule RSVP-1. Customer understands and acknowledges that this rate schedule as well as the rates, terms, and conditions therein are subject to periodic change by the Florida Public Service Commission and such changes will be applicable to the Customer.

- 6. 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.
- 7. The programmable thermostat will be removed by the Company if the Customer returns to service under Rate Schedule RS. The Customer is responsible for providing a replacement thermostat.

IN WITNESS THEREOF, 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.

Customer: _____ Tampa Electric Company Representative

By/Title: _____ By/Title: _____

Signature: _____ Signature: _____

Street Address: _____

City, State, Zip: _____

Property Owner: _____

By/Title: _____

Signature: _____

Date: _____