

## TARIFF AGREEMENT FOR THE PROVISION OF LOAD MANAGEMENT SERVICE

This Agreement is made and entered 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:

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., GS or GSD,) and the General Service Load Management Rider (GSLM-1) as currently approved by the Florida Public Service Commission. A copy of the Company's presently approved schedule GSLM-1 is attached hereto as Exhibit "A" and hereby made an integral part of this Agreement.

2. The Customer agrees to the control of its electrical service under Load Control Option \_\_\_\_\_, the conditions of which are described in Exhibit "A". The Customer understands and agrees that the selected option will apply for the full term of this Agreement.

3. 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 necessary to comply with requirements described in the Commercial/Industrial Load Management Customer Contact Record which is attached hereto as Exhibit "B".

4. Upon completion of the installation of the load control equipment, a test of the system will be conducted at a time and date mutually agreeable to the Company and the Customer, but not more than three (3) months from the execution of the Agreement. The test will consist of a load reduction of not less than one hour and not longer than the Load Control Period specified in the Load Control Option chosen by the Customer. Effective upon the completion of the testing of the load control equipment (the "Test Date"), the Customer will begin receiving monthly incentive credits indicative of the amount of controlled load and the applicable Load Control Option.

5. 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 which would result in a change to the Customer's controlled load type (Example: Air-Conditioning).

6. Prior to the Customer's receiving service under Schedule GSLM-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be controlled. The Customer shall be responsible for meeting any applicable electrical 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.

7. 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 load control 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 load control equipment. The Customer shall, as promptly as practicable, notify the Company concerning any noticeable faulty condition or malfunction of the Company's equipment.

8. The initial term of the Agreement shall be five (5) years. The Customer is required to give the Company 5 years notice in advance of discontinuing service under the GSLM-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 years notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain a load management program participant.

9. The Company may terminate this Agreement at anytime for the Customer's failure to comply with the terms and conditions of Schedule GSLM-1 or this Agreement. Such termination will only affect the application of the GSLM-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 notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 30-day period, 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 GSLM-1.

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

11. The Customer shall release, indemnify, protect, defend and hold the Company free and unharmed from and against any and all claims, liabilities and expenses whatsoever resulting from service provided hereunder, whether or not such claims, liabilities and expenses are due to, or caused by, the Company's negligence, provided that such negligence is not wilful or gross.

12. Except as provided for in paragraph 13 hereof, 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.

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

14. 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.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

**TAMPA ELECTRIC COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_