



**STANDARD FORMS AND AGREEMENTS**

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TAMPA ELECTRIC

**SEVENTH REVISED SHEET NO. 7.100  
CANCELS SIXTH REVISED SHEET NO. 7.100**

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIFTH REVISED SHEET NO. 7.101  
CANCELS FOURTH REVISED SHEET NO. 7.101

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TAMPA ELECTRIC

FIFTH REVISED SHEET NO. 7.102  
CANCELS FOURTH REVISED SHEET NO. 7.102

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TAMPA ELECTRIC

**FOURTH REVISED SHEET NO. 7.103  
CANCELS THIRD REVISED SHEET NO. 7.103**

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.104  
CANCELS ORIGINAL SHEET NO. 7.104

RESERVED FOR FUTURE USE



**TARIFF AGREEMENT FOR THE PURCHASE OF  
INDUSTRIAL LOAD MANAGEMENT RIDER SERVICE**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of an applicable general service rate schedule (i. e., GSD, GSdT, GSLDPR, GSLDSU, GSLDTPR or GSLDTSU) and the Industrial Load Management Rider GSLM-2 (attached as Exhibit "A"), as currently approved by the Florida Public Service Commission (hereinafter referred to as the FPSC) or as said rate schedules or rider may be modified in the future and approved by the FPSC.

2. The Customer agrees to the control of all or part of its electrical service, the description of which is described in Exhibit "B". The Customer understands and agrees that the service description will apply for the full term of this Agreement, unless mutually agreed to be changed by both parties with a revised or substituted Exhibit "B".

3. The Company will notify the Customer as soon as possible before an unscheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the customer with advance notice and immediate interruption or curtailment may occur.

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4. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service.

5. Once a new Customer qualifies for rider GSLM-2, and has executed this Agreement, necessary engineering will be performed, interrupting and other necessary equipment will be ordered, and an installation date will be scheduled. The period of time for commencing service shall not exceed six months from the date this Agreement is executed.

**Term of Agreement**

6. The Initial Term of the Agreement shall be 36 months. The Customer is required to give the Company 36 months notice in advance of discontinuing service under the GSLM-2 rider, 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 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.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-2 or this Agreement. Such termination will only affect the application of the GSLM-2 rider. Prior to any such termination, the Company shall notify the Customer at least 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-2.

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

**Contract Credit Value**

9. A Contract Credit Value (CCV) of \_\_\_\_\_ \$/kW/mo. shall apply during the Initial Term of this agreement. The CCV shall be revised subject to special provision five of the GSLM-2 rider (Exhibit "A") or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the credit is reset, it shall be reset at the level then on file at the FPSC.

**Third Party Power Purchases**

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-2 (Exhibit "A").

11. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

**Other Provisions**

12. The Customer agrees to provide space for the installation of the Company's communication equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of third party purchases and generating deficiencies. The Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

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13. Prior to the Customer's receiving service under Schedule GSLM-2, 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 control 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.

14. 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 and/or submetering 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.

15. Except as provided for in paragraph sixteen hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. Any modification(s) to this agreement or Exhibit "B" must be approved, in writing, by the Company and the Customer.

16. This agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, the Customer will notify the Company prior to the effective date of the assignment.

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Continued from Sheet No. 7.153

18. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the FPSC, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

\_\_\_\_\_  
(Customer)

by: \_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_

Witnesses:

Tampa Electric Company

by: \_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_



**TAMPA ELECTRIC COMPANY**  
**BRIGHT CHOICES Outdoor Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and \_\_\_\_\_ (Customer Name, Billing Address and Physical Address) \_\_\_\_\_ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

**1. Scope of Work**

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"): \_\_\_\_\_ at the following location \_\_\_\_\_ ("Installation Site"), subject to the availability of such Equipment, for the term of the Agreement..

**2. System Design and Approval**

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

**The Equipment shall be repaired or replaced with** the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

**THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

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**3. Damages During Construction**

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

**4. Customer Information and Preparation**

**The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site.** Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.

**5. Non-Standard Service Charges**

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

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**6. Customer Contribution in Aid of Construction**

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$\_\_\_\_\_ for \_\_\_\_\_. Refer to Section 5.2.61 of the Tampa Electric Tariff.

**7. Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule \_\_\_\_\_ as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for equipment installed under this agreement are \_\_\_\_\_. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \_\_\_\_\_. The total monthly charge shall be \_\_\_\_\_ per month.

The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

**8. Term**

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of \_\_\_\_ year(s) (the "Primary Term" as provided in the applicable Rate Schedule \_\_\_\_\_) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one-year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

**9. Limitation on Damages**

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

**10. Indemnification**

Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The

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Continued from Sheet No. 7.202

phrase “property damage” includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the “Company” shall be defined as Tampa Electric Company, its parent, Emera Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.

**11. Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

**12. Tree Trimming**

Failure of the Customer to maintain adequate clearance (e.g. trees and other vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

**13. Termination, Removal**

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date (“Initial Termination Period”), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence (“Final Termination Period”), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company’s sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant’s interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

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If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired Primary Term.

**14. Easements**

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

**15. Physical Alterations and Attachments**

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

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**16. Insurance**

Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

**17. Amendments**

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

**18. Light Trespass**

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

**19. Assignments**

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion. In the event of an assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

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**20. General**

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: \_\_\_\_\_  
By/Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Tampa Electric Company Representative:  
By/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
By/Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Tampa Electric Company Manager:  
By/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Contract No. \_\_\_\_\_



AN EMERA COMPANY

BRIGHT CHOICES® Outdoor Lighting Agreement
ADDENDUM A

THIS Addendum to the Tampa Electric Bright Choices Outdoor Lighting Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ by and between Tampa Electric Company (the "Company") and \_\_\_\_\_

(Customer Name, Billing Address and Physical Address) and is made in reference to the lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insures, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

WHEREAS, the Company and Customer are parties to the Agreement, which requires the Company to furnish, install, operate and maintain certain outdoor lighting equipment (the "Equipment") in exchange for payment of certain monthly charges paid by Customer for the term of the Agreement.

WHEREAS, Customer has requested Company to furnish, install, operate and maintain, for the term of the Agreement, the following additional lighting equipment, together with accessories, attachments, replacement parts, additions and repairs (the "Equipment").

In consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

- 1. The Company shall furnish, install, operate and maintain, for the term of this Addendum, the following additional Equipment: \_\_\_\_\_

- 2. In exchange for Company's installation, operation and maintenance of such additional Equipment, Customer agrees to pay the following additional monthly fees for the term of this Addendum:

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AN EMERA COMPANY

Continued from Sheet No. 7.207

The current monthly base charges for Equipment installed under this Addendum are \_\_\_\_\_. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule are \_\_\_\_\_. The total monthly charge is \_\_\_\_\_ per month.

If applicable, Customer agrees to deposit with the Company, the additional cash sum of \_\_\_\_\_, which is equivalent to approximately two (2) months service for the facilities installed under this Addendum.

- 3. All terms and conditions set forth in the Agreement are hereby incorporated by this reference. To the extent, this Addendum conflicts with the Agreement, the terms and conditions of the Agreement shall be controlling.

In Witness Whereof, the parties, each of whom represents and warrants that he or she is duly authorized to execute this agreement, have caused this instrument to be executed in due form of law, this day and year first written above.

Customer: \_\_\_\_\_
By/Title: \_\_\_\_\_
Name (print): \_\_\_\_\_
Signature: \_\_\_\_\_
Date: \_\_\_\_\_
Phone #: \_\_\_\_\_
Email: \_\_\_\_\_

Tampa Electric Company Representative:
By/Title: \_\_\_\_\_
Signature: \_\_\_\_\_
Department: \_\_\_\_\_
Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_
By/Title: \_\_\_\_\_
Name (print): \_\_\_\_\_
Signature: \_\_\_\_\_
Date: \_\_\_\_\_
Phone #: \_\_\_\_\_
Email: \_\_\_\_\_

Tampa Electric Company Manager:
By/Title: \_\_\_\_\_
Signature: \_\_\_\_\_
Department: \_\_\_\_\_
Date: \_\_\_\_\_

Original Contract No. \_\_\_\_\_
Addendum Contract No. \_\_\_\_\_



**TAMPA ELECTRIC COMPANY**  
***BRIGHT CHOICES* Outdoor Lighting Agreement – Small Residential**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and \_\_\_\_\_ (Customer Name, Billing Address and Physical Address) \_\_\_\_\_ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below. This Agreement is available to customers seeking installation of lighting equipment costing less than ten thousand dollars (\$10,000) on residential property.

**1. Scope of Work**

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"): \_\_\_\_\_ at the following location \_\_\_\_\_ ("Installation Site"), subject to the availability of such Equipment, for the term of the Agreement..

**2. System Design and Approval**

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

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Continued from Sheet No. 7.215

**The Equipment shall be repaired or replaced with** the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

**THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

**3. Damages**

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the Equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

**4. Customer Information and Preparation**

**The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site.** Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Customer shall be responsible for costs of custom sidewalk restoration displaced during construction or removal of Equipment, including but not limited to pavers and imprinted concrete sidewalks.

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**5. Non-Standard Service Charges**

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such nonstandard facilities and services as incurred.

**6. Customer Contribution in Aid of Construction**

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$\_\_\_\_\_ for \_\_\_\_\_. Refer to Section 5.2.6.1 of the Tampa Electric Tariff.

**7. Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for "Equipment" installed under this agreement are \_\_\_\_\_. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \_\_\_\_\_. The total monthly charge shall be \_\_\_\_\_ per month.

Continued to Sheet No. 7.230

Continued from Sheet No. 7.225

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

**8. Term**

This Agreement shall be effective on the later of the dates indicated on the signature block (“Effective Date”) and shall continue on a month-to-month term (the “Term”) as provided in the Rate Schedule LS-1, beginning on the date one or more of the Equipment is installed, and if applicable, at least one light is energized and ready for use, and shall continue thereafter until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.

**9. Limitation on Damages**

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

**10. Indemnification**

Except for those claims, losses and damages arising out of Company’s sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase “property damage” includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the “Company” shall be defined as Tampa Electric Company, its parent, Emera Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.

**11. Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

**12. Tree Trimming**

Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

Continued to Sheet No. 7.235



Continued from Sheet No. 7.230

### **13. Termination, Removal**

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

### **14. Easements**

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

Continued to Sheet No. 7.240

Continued from Sheet No. 7.235

**15. Physical Alterations and Attachments**

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

**16. Insurance**

Customer, and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

**17. Amendments**

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

**18. Light Trespass**

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, the Customer shall promptly pay the Company for removal costs for the portion of the Equipment that must be removed.

**19. Assignments**

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion.

Continued to Sheet No. 7.245

Continued from Sheet No. 7.240

In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

**20. General**

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: \_\_\_\_\_  
By/Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Tampa Electric Company Representative:  
By/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
By/Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Tampa Electric Company Manager:  
By/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

**TAMPA ELECTRIC COMPANY**  
***BRIGHT CHOICES* Outdoor Lighting Agreement – Small Commercial**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the “Agreement”), Tampa Electric Company (the “Company”) agrees to provide and (Customer Name, Billing Address and Physical Address) (the “Customer”) agrees to accept and pay for the outdoor lighting services specified below. This Agreement is available to customers seeking installation of lighting equipment costing less than twenty thousand dollars (\$20,000) on commercial property.

**1. Scope of Work**

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as “Equipment”):

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at the following location \_\_\_\_\_ (“Installation Site”), subject to the availability of such Equipment for the term of the Agreement.

**2. System Design and Approval**

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer’s preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

Continued from Sheet No. 7.250

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

**The Equipment shall be repaired or replaced with** the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

**THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

**3. Damages During Construction**

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

**4. Customer Information and Preparation**

**The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site.** Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Customer is responsible for cost of custom sidewalk restoration displaced during construction or removal of Equipment, including but not limited to pavers and imprinted concrete sidewalks.

**5. Non-Standard Service Charges**

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

Continued from Sheet No. 7.255

**6. Customer Contribution in Aid of Construction**

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$\_\_\_\_\_ for \_\_\_\_\_. Refer to Section 5.2.6.1 of the Tampa Electric Tariff.

**7. Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are \_\_\_\_\_. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \_\_\_\_\_. The total monthly charge shall be \_\_\_\_\_ per month.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

**8. Term**

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall continue on a month-to-month term (the "Term" as provided in the applicable Rate Schedule LS-1) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.

**9. Limitation on Damages**

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

**10 Indemnification**

Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited

Continued from Sheet No. 2.650

to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and successor corporations.

**11. Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

**12. Tree Trimming**

Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

**13. Termination, Removal**

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

**14. Easements**

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone

Continued from Sheet No. 7.265

claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

**15. Physical Alterations and Attachments**

In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

**16. Insurance**

Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

**17. Amendments**

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.



Continued from Sheet No. 7.270

**18. Light Trespass**

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, the Customer shall promptly pay the Company for removal costs for the portion of the Equipment that must be removed.

**19. Assignments**

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

**20. General**

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Continued to Sheet No. 7.280

Continued from Sheet No. 7.275

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: \_\_\_\_\_  
By/Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Tampa Electric Company  
Representative:  
By/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
By/Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Tampa Electric Company Manager:  
By/Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date: \_\_\_\_\_

Contract No. \_\_\_\_\_



Residential Guarantor Program

Thank you for your participation in the Tampa Electric Guarantor program. Please read the following carefully. Your signature acts as agreement to the following:

- 1. In the event the Customer shall, for any reason, fail to promptly pay all charges owing to the Company, the Guarantor agrees to pay all of such amounts due and owing to Company within 5 days of notice or demand.
2. Guarantor shall pay Company all collection agency fees, reasonable attorney's fees, and all costs and expenses incurred by Company in collecting any indebtedness of Customer hereby guaranteed or in enforcing this guaranty against Guarantor.
3. This guaranty shall be in effect until the Customer's account meets the Company's special deposit refund criteria and the contract is cancelled by the Company or until the account is no longer active, whichever shall first occur.
4. Guarantor hereby waives notice of acceptance of this guaranty, and agrees that Company need not proceed against the Customer or any other person, or entity, or to pursue any other remedy prior to pursuing its rights under this guaranty agreement.
5. All rights and remedies of Company hereunder are cumulative and may be exercised singularly or concurrently, and failure to exercise any right hereunder shall not constitute a waiver thereof.
6. The Guarantor unconditionally guarantees the prompt and full payment to Company for any and all of the Customer's indebtedness and liabilities which are now owed or hereafter may be owing to the Company by said Customer, whether in the nature of charges for electric power supplied and as billed by Company or other charges relating to the providing of electrical service or facilities related thereto.
7. Guarantor furnishes this guarantee as an inducement for Tampa Electric to waive the customer deposit that would otherwise be required in order for Customer to receive electric service.
8. The form must be notarized and faxed to Tampa Electric at the telephone number provided below.

Guarantor Account Number:
Social Security Number: (last 4 digits only)
Guarantor Name:
Address:

I hereby agree to the foregoing guaranty agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_

Guarantor Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this, the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did) or (did not) take an oath.

NOTARY SIGNATURE: \_\_\_\_\_ NOTARY STAMP HERE:

Customer Name:
Account Number:
Customer Address:

I hereby agree to the foregoing guaranty agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_

Customer Signature \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this, the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did) or (did not) take an oath.

NOTARY SIGNATURE: \_\_\_\_\_ NOTARY STAMP HERE:

Received, accepted, and relied upon by Tampa Electric

TAMPA ELECTRIC COMPANY

(Date)

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

Fax to Tampa Electric Company
Fax #: 813-314-4631



**THIS AGREEMENT** for Advanced Metering Program (AMP) service is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Effective Date") between Tampa Electric Company ("Company") and \_\_\_\_\_ ("Customer").

**IN CONSIDERATION** of the mutual agreements hereinafter contained, IT IS AGREED:

**1. Scope.** The Company will provide AMP service to the Customer, and the Customer will receive such service in accordance with this Agreement.

**2. Rules, Regulations and Rates.** Florida state law and the rules, regulations and applicable rate schedules of the Company, as may be filed with and regulated by the Florida Public Service Commission ("Commission"), shall govern AMP service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available from the Company or the Commission upon request.

**3. Term.** The initial term of this Agreement shall be three (3) years from the commencement of service under this Agreement. The Agreement shall continue in effect upon completion of the initial term until terminated by either party providing written notice to the other.

**4. AMP Service.** The characteristics of AMP Service are:

a. The Company will install an advanced meter set on the Customer side of the existing AC disconnect switch near existing Company billing meter at the Customer's premises. The equipment installed will include all connection points between the Customer's electrical panel, the advanced meter, and associated disconnect switch conduit. The advanced meter and associated equipment installed will not interfere with the operation or maintenance of either the Customer's solar array or the associated inverter. The advanced meter and equipment will remain the property of the Company.

b. The advanced meter is designed to extract data on the Customer's solar output of Customer's solar array, and relay it back to the Company.

c. The data extracted from the advanced meter will be made available to the Customer through a website so that Customer can use the data to compare to solar generating data it collects through other means.

d. The Company will be allowed to use the solar production data from the advanced meter for utility system planning, load and generation forecasting and other business needs.

Continued on Sheet No. 7.315



Continued from Sheet No. 7.310

**5. No Charge.** The Company will bear all costs associated with the advanced meter set, its installation and repair. The Customer will not be assessed any charges by the Company for AMP service during the term of this agreement.

**6. As-Available Nature of Program; No Warranty.** As this is a free service, the Company reserves the right to suspend or terminate AMP Service and/or the online website in its sole discretion at any time. All data is provided as-is, as-available. The Company makes no warranty as to the availability or accuracy of the data provided through the advanced meter set and website, since it is being supplied for informational purposes only, at no charge to the Customer. The Company disclaims all warranties, express or implied, including warranties of fitness for a particular purpose.

**7. Meter Access and Removal.** The Customer hereby grants the Company access to the area where the advanced meter set and related equipment are to be installed for purposes of installation, maintenance and removal of same. The Customer agrees, not to attempt or permit a third party to attempt, to adjust, modify or remove the advanced meter set without the prior written approval of the Company. Upon termination of the Agreement, the Company will remove the advanced meter set and associated equipment.

**8. Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous statements regarding the same. No modification of this Agreement shall be binding unless it is in writing and accepted by the Customer and the Company. This Agreement shall be governed by the laws of the State of Florida.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date hereof.

**CUSTOMER** \_\_\_\_\_ **TAMPA ELECTRIC COMPANY**  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_



**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.

Continued to Sheet No. 7.515

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.



**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.513  
CANCELS ORIGINAL SHEET NO. 7.513**

**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: \_\_\_\_\_

**ISSUED BY:** G. F. Anderson, President

**DATE EFFECTIVE:** January 16, 1992



**FIRST REVISED SHET NO. 7.514  
CANCELS ORIGINAL SHEET NO. 7.514**

RESERVED FOR FUTURE USE

**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:

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, GSDD, 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.

Continued to Sheet No. 7.551



Continued From Sheet No. 7.550

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-day 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

Continued to Sheet No. 7.552



Continued from Sheet No. 7.551

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.

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: \_\_\_\_\_



**TARIFF AGREEMENT FOR THE PURCHASE OF  
STANDBY AND SUPPLEMENTAL SERVICE**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 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:**

**WHEREAS**, standby and/or supplemental service is supplied to customers whose electric energy requirements are normally and/or partially supplied by sources other than the Company, and the Customer requires standby and/or supplemental service from the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule \_\_\_\_ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU), as currently approved by the Florida Public Service Commission (hereinafter called the Commission) or as said rate schedule may be modified in the future and approved by the Commission.

The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedule \_\_\_\_ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU) is attached hereto as Exhibit "A" and made part hereof.

2. Standby service will be furnished by the Company to a Customer requiring Back-up Power or Maintenance Power or both, which are defined as follows:

- a. Back-up Power - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation.

Continued to Sheet No. 7.601

Continued from Sheet No. 7.600

b. Maintenance Power - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation.

3. Supplemental service will be furnished by the Company to a Customer requiring Supplemental Power, which is defined as electric energy or capacity supplied by the utility in addition to that which is normally provided by the Customer's own generation equipment.

4. The Standby service provided by the Company shall be subject to a Contract Standby Demand, which is mutually agreed to be initially \_\_\_\_\_ KW (for SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU).

5. The Customer opts to take supplemental and standby service under the \_\_\_\_\_ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU) tariff and shall have the right to transfer to the other option at any time without additional charge. If the Customer requests to change a second time, the Customer will be required to sign a contract to remain on that option for at least one year.

6. The Contract Standby Demand may be decreased by mutual consent, provided the Customer has sufficiently demonstrated that his Standby requirements are now less than the Contract Standby Demand.

7. If the Customer's Contract Standby Demand has been decreased (as provided for in Section 6) and within 24 months of the original agreed upon change the Customer subsequently increases the Contract Standby Demand either by contract change or through operation of tariff provisions, the Company will immediately bill the Customer for the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established Contract Standby Demand or the Contract Standby Demand in effect before the decrease.

#### **Terms of Agreement**

8. The initial term of this agreement shall be three (3) years minimum notice the Customer is required to give the Company in advance of transferring to a non-standby rate as specified in Exhibit "A". The first billing period for standby and supplemental service will begin \_\_\_\_\_, 20\_\_\_\_\_.

Continued to Sheet No. 7.602

**Other Provisions**

9. The Customer agrees to provide space for and pay the appropriate cost of any additional metering equipment required by the Company (including metering of the Customer's generator) necessitated by this agreement. Metering will meet standards as required by the Company.

10. Except as provided in paragraph 13 hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. Except as provided in paragraph 13 hereof, this Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

11. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of this assignment.

12. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

13. This Agreement incorporates by reference the applicable 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.



TAMPA ELECTRIC COMPANY

FIRST REVISED SHEET NO. 7.603  
CANCELS ORIGINAL SHEET NO. 7.603

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses: \_\_\_\_\_

(Supplemental, Standby Service Customer)

\_\_\_\_\_ by: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

Witnesses: TAMPA ELECTRIC COMPANY  
\_\_\_\_\_ by: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

**ISSUED BY:** G. F. Anderson, President

**DATE EFFECTIVE:** February 3, 1993



**SUPPLEMENTAL TARIFF AGREEMENT FOR THE PURCHASE OF  
INDUSTRIAL STANDBY AND SUPPLEMENTAL LOAD MANAGEMENT RIDER SERVICE**

This supplemental agreement is made and entered into this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ 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:**

**WHEREAS**, the Customer takes service from the Company under rate schedule  
\_\_\_\_\_(SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU); and

**WHEREAS**, the Customer desires to take Industrial Standby and Supplemental Load  
Management Rider Service (GSLM-3) in conjunction with service under rate schedule  
\_\_\_\_\_ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU); and

**WHEREAS**, GSLM-3 service requires additional terms and conditions that supplement  
the Tariff Agreement for the Purchase of Standby and Supplemental Service entered into in  
order to take \_\_\_\_\_ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU) service;  
and

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, the  
Company and the Customer agrees as follows:

Continued to Sheet No. 7.626

Continued from Sheet No. 7.625

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of rate schedule \_\_\_\_\_ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU) and the Industrial Standby and Supplemental Load Management Rider GSLM-3 (attached as Exhibit "B"), as currently approved by the Florida Public Service Commission (hereinafter referred to as the FPSC) or as said rate schedules or rider may be modified in the future and approved by the FPSC.

2. The Customer agrees to the control of all or part of its electrical service, the description of which is described in Exhibit "C". The Customer understands and agrees that the service description will apply for the full term of this Agreement, unless mutually agreed to be changed by both parties with a revised or substituted Exhibit "B".

3. The Company will notify the Customer as soon as possible before an unscheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the customer with advance notice and immediate interruption or curtailment may occur.

4. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service.

5. Once a new Customer qualifies for rider GSLM-3, and has executed this agreement, necessary engineering will be performed, interrupting and other necessary equipment will be ordered, and an installation date will be scheduled. The period of time for commencing service shall not exceed six months from the date this Agreement is executed.

**Term of Agreement**

6. The Initial Term of the Agreement shall be 36 months. The Customer is required to give the Company 36 months notice in advance of discontinuing service under the GSLM-3 rider, said minimum notice requirement being specified in Exhibit "B". The term of this Agreement shall automatically extend beyond such initial term until such time as the company has had the minimum notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "B".

Continued to Sheet No. 7.627



Continued from Sheet No. 7.626

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.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-3 or this Agreement. Such termination will only affect the application of the GSLM-3 rider. Prior to any such termination, the Company shall notify the Customer at least 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-3.

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

**Contract Credit Value**

9. A Contracted Credit Value (CCV) of \_\_\_\_\_ \$/kW/mo. shall apply during the initial term of this agreement. The CCV shall be revised subject to special provision five of the GSLM-3 rider (Exhibit "A") or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the CCV is reset, it shall be reset at the level then on file at the FPSC.

**Third Party Power Purchases**

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-3 (Exhibit "B").

Continued to Sheet No. 7.628

Continued from Sheet No. 7.627

11. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "B" and will not be known at the time of the purchase.

**Other Provisions**

12. The Customer agrees to provide space for the installation of the Company's communication equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of third party purchases and generating deficiencies. The Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

13. Prior to the Customer's receiving service under Schedule GSLM-3, 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 control 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.

14. 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 and/or submetering 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.

15. Except as provided for in paragraph sixteen hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained.

Continued to Sheet No. 7.629

Continued from Sheet No. 7.628

This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. Any modification(s) to this agreement or Exhibit "C" must be approved, in writing, by the Company and the Customer.

16. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, the Customer will notify the Company prior to the effective date of the assignment.

18. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the FPSC, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "B" and attached hereto.

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

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

\_\_\_\_\_  
(Customer)

by:\_\_\_\_\_

Its\_\_\_\_\_

Attest:\_\_\_\_\_

Witnesses:

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

Tampa Electric Company

by:\_\_\_\_\_

Its\_\_\_\_\_

Attest:\_\_\_\_\_



TAMPA ELECTRIC

THIRD REVISED SHEET NO. 7.650  
CANCELS SECOND REVISED SHEET NO. 7.650

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

THIRD REVISED SHEET NO. 7.651  
CANCELS SECOND REVISED SHEET NO. 7.651

RESERVED FOR FUTURE USE





TAMPA ELECTRIC

THIRD REVISED SHEET NO. 7.652  
CANCELS SECOND REVISED SHEET NO. 7.652

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

**SECOND REVISED SHEET NO. 7.653  
CANCELS FIRST REVISED SHEET NO. 7.653**

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

**SECOND REVISED SHEET NO. 7.654  
CANCELS FIRST REVISED SHEET NO. 7.654**

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.700  
CANCELS ORIGINAL SHEET NO. 7.700

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.701  
CANCELS ORIGINAL SHEET NO. 7.701

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.702  
CANCELS ORIGINAL SHEET NO. 7.702

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.703  
CANCELS ORIGINAL SHEET NO. 7.703

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.704  
CANCELS ORIGINAL SHEET NO. 7.704

RESERVED FOR FUTURE USE





TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.705  
CANCELS ORIGINAL SHEET NO. 7.705

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.706  
CANCELS ORIGINAL SHEET NO. 7.706

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.707  
CANCELS ORIGINAL SHEET NO. 7.707

RESERVED FOR FUTURE USE



SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT RIDER

- New Establishment
Existing Establishment with an Expanded Load

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

- 1. To create \_\_\_\_\_ full-time jobs.
2. That the quantity of new or expanded load shall be \_\_\_\_\_ KW of Demand.
3. That the demand and energy baselines for existing load are as shown in Exhibit A.
4. The nature of this new or expanded load is \_\_\_\_\_.
5. To initiate service under this Rider on \_\_\_\_\_, \_\_\_\_\_, and terminate Service under this Rider on \_\_\_\_\_, \_\_\_\_\_. This shall constitute a period of five Years.
6. In case of early termination, the Customer must pay Tampa Electric Company the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.
7. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
8. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits.

Signed: \_\_\_\_\_

Accepted by: \_\_\_\_\_

TAMPA ELECTRIC COMPANY

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Continued to Sheet No. 7.745



Continued from Sheet No. 7.740

EXHIBIT A

Established Monthly Baselines for Existing Load



**CONTRACT SERVICE ARRANGEMENT FOR THE PROVISION OF SERVICE UNDER  
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER**

This Contract Service Arrangement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called in the "Customer") and Tampa Electric Company, a Florida corporation (hereinafter called the "Company").

**WITNESSETH:**

**WHEREAS**, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

**WHEREAS**, the Customer is \_\_\_\_\_; and

**WHEREAS**, the Customer can receive electric service from the Company under tariff schedule \_\_\_\_\_ at the service location described in Exhibit "A"; and

**WHEREAS**, the present pricing available under the Company's rate schedule \_\_\_\_\_ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of the Customer's needs; and

**WHEREAS**, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR-2"); and

**WHEREAS**, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following \_\_\_\_\_ month period; and

**WHEREAS**, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

**NOW THEREFORE**, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

Continue to Sheet No. 7.751



Continued from Sheet No. 7.750

1. Rate Schedules - The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedule \_\_\_\_\_ and the CISR-2 rider, as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule \_\_\_\_\_ and CISR-2, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule \_\_\_\_\_ and CISR-2 rider are attached as Exhibit "B" and made a part hereof. In the event of any conflict between the terms of this Agreement and such tariff or rate schedule (other than as set out in CISR-2) the terms of this Agreement shall control.
2. Term of Agreement - This Agreement shall remain in force for a term of \_\_\_\_\_ months commencing on the date above first written.
3. Modifications to Tariff and Rate Schedule - See Exhibit "C" to this Agreement.
4. Exclusivity Provision - During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The "entire requirements for electric capacity and energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement.
5. Termination Fees and Provisions - See Exhibit "D" to this Agreement.
6. Modification of Rate Schedule - In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered not later than sixty (60) days after such amendment or modification becomes final and nonappealable, with such termination to become effective \_\_\_\_\_ days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer.

Continued to Sheet No. 7.752



Continued from Sheet No. 7.751

7. Entire Agreement - This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.
8. Incorporation of Tariff - This Agreement incorporates by reference the terms and conditions of the Company's tariff, rate schedule \_\_\_\_\_ and CISR-2 rider filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedule (other than as set out in CISR-2), the terms and conditions of this Agreement shall control.
9. Notices - All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Tampa Electric Company  
702 North Franklin Street  
P.O. Box 111  
Tampa, Florida 33601-0111  
Facsimile:  
Attention:

with a copy to:

Tampa Electric Company  
702 North Franklin Street  
P.O. Box 111  
Tampa, Florida 33601-0111  
Facsimile:  
Attention:

Continued to Sheet No. 7.753





Continued from Sheet No. 7.752

If to the Customer:

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

Facsimile:  
Attention:

with a copy to:

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

Facsimile:  
Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

10. Assignment; No Third Party Beneficiaries - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.

11. Waiver - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

Continued to Sheet No. 7.754



Continued from Sheet No. 7.753

12. Headings - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
13. Counterparts - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. Dispute Resolution - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
15. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
16. Confidentiality - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith are considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Continued to Sheet No. 7.755



Continued from Sheet No. 7.754

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

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

\_\_\_\_\_

by: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Witnesses:

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

TAMPA ELECTRIC COMPANY

by: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_



**FACILITIES RENTAL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

**WITNESSETH:**

WHEREAS, the Customer has requested to rent from the Company certain facilities consisting in summary of \_\_\_\_\_ (hereinafter collectively called the "Facilities") located at \_\_\_\_\_ for the purpose of \_\_\_\_\_ and

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and repair the Facilities described in this Agreement.
2. As consideration for furnishing the Facilities, the Customer shall pay to the Company a monthly rental charge covering equipment and installation costs. The monthly rental charge shall be calculated by multiplying the in-place value of the Facilities, determined pursuant to Paragraphs 3 and 4 of this Agreement, by the applicable Monthly Rent Factor set forth in Tariff Sheet No. 7.765 (Appendix A), which is attached to and made a part of this Agreement, or any successor or substitute schedule which may become effective – upon its filing with and approval by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement,

Continued to Sheet No. 7.761



Continued from Sheet No. 7.760

the monthly charge for the rental of Facilities is \$\_\_\_\_\_. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor set forth on Tariff Sheet No. 7.765 (Appendix A), (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 4.

3. The initial in-place value of the Facilities is\_\_\_\_\_. This initial in-place value of the Facilities is based upon the agreed installation cost of new Facilities or the replacement cost of the existing Facilities, as set forth on Tariff Sheet No. 7.770 (Appendix B), which is attached to and made part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B; the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 4.
4. Changes in the in-place value of Facilities shall alter the monthly rental charges calculated pursuant to and shown in Paragraph 2 and shall be recognized in the calculation of the Termination Fee specified in Paragraph 5. Changes in the in-place value of the Facilities shall be made as follows:
  - a. When mutually agreed, additional Facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 3 shall be increased by the installed cost of the Additional Facilities.
  - b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 3 shall be adjusted to reflect such removal. The Company may require a contribution by the customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.
  - c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. The in-place value set forth in Paragraph 3 will be adjusted in accordance with the procedures stated in 4a and 4b above.

Continued to Sheet No. 7.762



Continued from Sheet No. 7.761

- d. When the Facilities or Additional Facilities are replaced or modified at the Company's option unrelated to mechanical or electrical failure, no change in the in-place value will be made.
  - e. When the Facilities are replaced (in whole or in part) due to mechanical and/or electrical failure, the in-place value in Paragraph 3 will be increased by the installed cost of the replacement facilities (hereinafter called Replacement Facilities) and reduced by the previously established in-place value of the Facilities being replaced.
5. The term of this Agreement shall be 20 years from the later of the in-service date of the Facilities, the in-service date of the latest Additional Facilities or the in-service date of the latest Replacement Facilities; however, either the Company or the Customer may terminate this Agreement upon 90 days advance written notice. If the Customer ceases to receive its electrical energy requirements from the Company or chooses to terminate this Agreement for any other reason, it shall be responsible for, and shall pay to the Company a Termination Fee calculated in accordance with Tariff Sheet No. 7.765, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.
  6. On the Termination of this Agreement, or in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company and removal costs may be charged.
  7. This Agreement may be assigned only with the prior written consent of the Company.
  8. The Company is hereby granted an easement over the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance, and removal of the Company's equipment. In no event shall the Customer, or anyone acting under the authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.

Continued to Sheet No. 7.763



Continued from Sheet No. 7.762

- 9. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.
  
- 10. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of operation of or damage to the Facilities. For purposes of this paragraph, "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, employees, contractors, or parent, sister, or successor corporations.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Witnesses for the Customer:

Customer

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

By \_\_\_\_\_  
Title \_\_\_\_\_

Witnesses for the Company:

Tampa Electric Company

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

By \_\_\_\_\_  
Title \_\_\_\_\_

APPENDIX A

Long-Term Facilities

Monthly Rental and Termination Factors

The Monthly Rental factor to be applied to the in-place value of the facilities as identified in the Long-Term Agreement is 0.93% per month plus applicable taxes.

If the Long-Term Rental Agreement for Facilities is terminated, a Termination Fee shall be computed by applying the following Termination Factors to the in-place value of the facilities based on the year in which the Agreement is terminated:

Year Agreement is Terminated	Termination Factors %
1	1.32
2	4.03
3	6.51
4	8.74
5	10.72
6	12.44
7	13.91
8	15.09
9	15.99
10	16.58
11	16.85
12	16.76
13	16.29
14	15.42
15	14.12
16	12.36
17	10.10
18	7.31
19	3.96
20	0.0



**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.770  
CANCELS ORIGINAL SHEET NO. 7.770**

**APPENDIX B**

Description of Rented Facilities

**ISSUED BY:** J. B. Ramil, President

**DATE EFFECTIVE:** February 22, 2000



**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 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

Continued to Sheet No. 7.785



Continued From Sheet No. 7.780

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:\_\_\_\_\_



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.790  
CANCELS ORIGINAL SHEET NO. 7.790

RESERVED FOR FUTURE USE



TAMPA ELECTRIC

FIRST REVISED SHEET NO. 7.795  
CANCELS ORIGINAL SHEET NO. 7.795

RESERVED FOR FUTURE USE



PARENT WR # \_\_\_\_\_  
ASSOCIATED WR # \_\_\_\_\_

TAMPA ELECTRIC COMPANY  
APPLICATION FOR UNDERGROUND SERVICE IN AN OVERHEAD AREA

NAME OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_

The Applicant requests Tampa Electric Company (the "Company") to furnish underground service from overhead facilities described as follows: \_\_\_\_\_

\_\_\_\_\_. The Applicant agrees to pay the Company \$\_\_\_\_\_, the estimated cost difference between the requested underground service and the overhead service that would otherwise have been installed including and, if the Company has previously provided an overhead service to the Applicant's point of delivery, the cost of removal, less the salvage value of the existing overhead service.

The Company agrees to provide all labor and material to install the conduit and cable from the Company's overhead facilities to the Applicant's service entrance facilities. Credit may be given for trench and backfill if provided by the Applicant upon agreement between the Company and the Applicant. The Applicant must execute the necessary self-install agreement documents provided by the Company.

The Applicant shall remove or cause to be removed, at his expense, all trees, stumps, or any other obstructions and shall establish finish grade along the trench line prior to installation of the underground service. The Applicant is responsible for providing all landscaping, landscaping replacement, and repair to any sidewalks, driveways or piping or other above ground or underground facilities (installed before this requested service work is completed) that may be damaged in any way as a result of the underground installation. Any repair or landscaping performed by the Company will be at the additional expense of the Applicant. The Applicant will provide for a timely and orderly installation of all underground facilities at this location and will be responsible for the location of all underground facilities in the area of this work before any construction begins.

By signing this agreement, the Applicant agrees to allow, and grants an easement for, the Company and its contractors rights of ingress and egress necessary for the construction, operation, and maintenance of its underground electric distribution lines and other equipment.

Nothing in this agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the property of the Company.

This agreement shall be binding upon the successors or legal assigns of either of the parties hereto.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Application Taken By: \_\_\_\_\_ Date: \_\_\_\_\_



PARENT WR # \_\_\_\_\_  
ASSOCIATED WR # \_\_\_\_\_

TAMPA ELECTRIC COMPANY  
APPLICATION FOR RELOCATION OF OVERHEAD DISTRIBUTION FACILITIES

NAME OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

The Applicant requests Tampa Electric Company to relocate existing overhead distribution facilities described as follows: \_\_\_\_\_

The Applicant agrees to pay the Company \$\_\_\_\_\_, the estimated cost of relocating the facilities.

By signing this agreement, the Applicant agrees to allow, and grants an easement for, the Company and its contractors rights of ingress and egress necessary for the construction, operation, and maintenance of overhead electric distribution lines and other equipment.

Nothing in this agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any overhead distribution facilities, all of which shall be and remain the property of Tampa Electric Company.

This agreement shall be binding upon the successors or legal assigns of either of the parties hereto.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Application Taken By: \_\_\_\_\_ Date: \_\_\_\_\_



PARENT WR # \_\_\_\_\_  
ASSOCIATED WR # \_\_\_\_\_

TAMPA ELECTRIC COMPANY  
APPLICATION FOR UNDERGROUND SERVICE IN AN UNDERGROUND AREA

NAME OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
SERVICE ADDRESS: \_\_\_\_\_

The Applicant requests Tampa Electric Company to furnish underground service from underground distribution facilities described as follows: \_\_\_\_\_

The Applicant agrees to pay the Company \$\_\_\_\_\_, the estimated cost of the facilities required for the service request that are in excess of those normally provided by the Company.

The Company agrees to provide all labor and material to install the conduit and cable from the Company's facilities to the Applicant's service entrance facilities. Credit may be given for trench and backfill if provided by the Applicant upon agreement between the Company and the Applicant. The Applicant must execute the necessary self-install agreement documents provided by the company on request.

The Applicant shall remove or cause to be removed, at his expense, all trees, stumps, or any other obstructions and shall establish finish grade along the trench line prior to installation of the underground service. The Applicant is responsible for providing all landscaping, landscaping replacement, and repair to any sidewalks, driveways or piping (installed before this requested service work is completed) that may be damaged in any way as a result of the underground installation. Any repair or landscaping performed by the Company will be at the additional expense of the Applicant. The Applicant will provide for a timely and orderly installation of all underground facilities at this location and will be responsible for the location of all underground facilities in the area of this work before any construction begins.

By signing this agreement, the Applicant agrees to allow, and grants an easement for, the Company and its contractors rights of ingress and egress necessary for the construction, operation, and maintenance of its underground electric distribution lines and other equipment.

Nothing in this agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the property of Tampa Electric Company.

This agreement shall be binding upon the successors or legal assigns of either of the parties hereto.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Application Taken By: \_\_\_\_\_ Date: \_\_\_\_\_





W.R. # \_\_\_\_\_

**TAMPA ELECTRIC COMPANY**

**UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called Customer) and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called Company).

**WITNESSETH:**

**Whereas**, the Customer has applied to the Company for underground distribution facilities (the Facilities) to be installed on Customer's property, or on a right-of-way or easement adjacent to or near Customer's property, said location for undergrounding known as \_\_\_\_\_ located in \_\_\_\_\_, Florida.  
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The conduit in which the underground facilities are to be placed shall be installed by \_\_\_ the Company or \_\_\_ the Customer.
2. The Customer shall pay the Company a Contribution in Aid of Construction of \$\_\_\_\_\_ (the Contribution). This payment is based on the currently effective retail electric tariff filed with the Florida Public Service Commission (the Commission) by the Company.
3. A credit (the Credit) of \$\_\_\_\_\_ shall be provided to the Customer for trenching, backfilling, installation of provided material and other work, as also shown on Exhibit A, if applicable, and approved by Company. During and/or after completion of the installation of the Facilities, the Company will inspect the installation. If the installation of the Facilities does not conform to the Company's installation specifications provided on the Company's website, [www.tampaelectric.com](http://www.tampaelectric.com), the Customer will correct the installation and inform the Company, who will re-inspect. Any re-inspection fees assessed for such re-inspection shall be paid for by the Customer.



4. The Contribution and Credit amounts are subject to adjustment when revisions to the Company's tariff are approved by the Florida Public Service Commission. If the Customer has requested that the Company delay the scheduled installation date or the Company's tariff is changed by Commission Action, changes in the amount of the Contribution or Credit may be made reflecting such changes. Any additional costs caused by a change in Customer's plans submitted to the Company on which the Contribution was based, shall be paid for by the Customer.
5. The Contribution provides for \_\_\_\_\_ volt, \_\_\_\_\_phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with the Facilities located on private property in easements as required by the Company. Underground service, secondary and primary conductors are to be of Company's standard design, in conduit, and with above-grade appurtenances.
6. The payment of the Contribution does not waive any provisions of the Company's retail electric tariff.

Title to and ownership of the Facilities shall at all times remain with the Company.

- a. The Customer shall furnish the Company a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared as required by the Company. If the underground facilities are to be located on governmental right-of-way or on an easement or other property not owned in fee by the Customer, then Customer shall furnish the Company suitable binding written authorization by the affected governmental entity or other owner or owners of the property for the Company to place the underground facilities beneath the right-of-way or other property not owned in fee by the Customer.
- b. The Customer shall furnish drawings, satisfactory to the Company, showing the location of existing and proposed structures on the Customer's construction site, as required by the Company.
- c. Should for any reason, except for the sole error of the Company, the Facilities not be constructed within the easement, the Company may require the Customer to grant new easements to cover the actual location of the Facilities, at no cost to the Company, and the Company will release the existing easement.



7. Before the Company can begin its engineering work on the Facilities, the Customer shall provide the Company with the following:
  - a. Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to the Company,
  - b. A construction schedule,
  - c. An estimate of when electric service will be required, and
  - d. Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by the Company. Plats provided by the Customer must be either recorded by the circuit court clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
  - e. A completed copy of the Company's installation checklist, either the Residential Service Request Checklist or the Commercial Service Application, whichever is applicable.
  
8. Prior to the Company's construction pursuant to this agreement, the Customer shall:
  - a. Clear the Company easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized. The Customer shall be responsible for compaction and density under paved areas.
  - b. Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by the Company. Also, the Customer shall provide stakes identifying the location, depth, size and type of facility for all underground facilities not owned by the Company within or near the easement where the Company's Facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and the Company requires their use, the Customer shall replace the stakes at no cost to the Company, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of the Company, in which case the Company will pay the Customer the cost of replacing the stakes. The Customer shall provide staking for Company equipment including transformers, switch gear, manholes, handholes and street lights.



- c. Pay the cost of any subsequent relocation or repair of the Company's Facilities, once installed, if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the Facilities were installed; and, that subsequent repair to the Company's system, once installed, will be paid for by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors. If the Customer installs conduit, the Customer is responsible for the conduit system until the cable and equipment is installed.
- d. Provide sufficient and timely advance notice, as required by the Company, to install its Facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by the Company, the Customer will pay all additional costs for trenching and backfilling, restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition.
- e. Pay for all additional costs incurred by the Company which may include, but are not limited to engineering, design, administration and relocation due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f. Provide applicable trenching, backfilling, installation of Company-provided material and other work in accordance with the Company specifications provided on the Company's website, [www.tampaelectric.com](http://www.tampaelectric.com). At the discretion of the Company, either correct within two (2) working days any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse the Company for costs associated with lost crew time due to such discrepancies;
- g. Provide a meter enclosure and riser which meet the Company's specifications provided on the Company's website, [www.tampaelectric.com](http://www.tampaelectric.com), and all applicable codes and which will accommodate the Company's service cable size and design. The Company will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

9. Company shall:

- a. Provide the Customer with a plan showing the location of all Company underground facilities, point of delivery, and transformer locations and specifications required by the Company and to be adhered to by the Customer.



- b. Install, own, and maintain the Facilities up to the designated point of delivery except when otherwise noted.
  - c. Request the Customer to participate in a pre-construction conference with the Customer's contractors, the Company's representatives and representatives of other affected utilities within six (6) weeks prior to the start of construction. At the pre-construction conference, the Company shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to the Company's retail tariff, including but not limited to the General Rules and Regulations and Standard Electrical Service Requirements and the Rules of the Florida Public Service Commission and the Florida Administrative Code as they are now written, or as they may be revised, amended or supplemented.
11. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and the Company.

The Customer and the Company will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted for Company:

Accepted for Customer:

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_

\_\_\_\_\_

Signature                      Date

Signature                      Date

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

\_\_\_\_\_

\_\_\_\_\_

Witness Signature              Date

Witness Signature              Date



**PERFORMANCE GUARANTY AGREEMENT**

This Performance Guaranty Agreement ("Agreement:") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

**WITNESSETH:**

**Whereas**, in connection with the property located at \_\_\_\_\_ in \_\_\_\_\_, Florida ("Premises"), the Customer has requested that the Company install electric infrastructure ("Facilities") described in Exhibit A in order to provide electric service to the Premises;

**Whereas**, the Customer's estimate of the electric power need of the Premises will require an expansion of the Company's present electric system and, due to the speculative nature of the Customer's facilities, the company believes that the Customer's projected load may not initially materialize and/or may decrease or disappear within five years following the requested service date of \_\_\_\_\_ ("In-Service Date") for the proposed system expansion; and

**Whereas**, the Company may not fully recover its investment in such infrastructure expansion should the Customer's projected load not be in existence at a sufficient level for at least four years duration, thereby placing the burden for those costs on Company's other customers; and

**Whereas**, the Customer is willing to provide assurance that the Company will recover its investment in the expansion of the Company's electric system based on the Customer's projections in the event that sufficient revenue from service to the Premises is not realized within five years following the requested service date;

**Now, therefore**, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, the Company and the Customer do hereby agree as follows:



## ARTICLE 1 – DEFINITIONS

- 1.1 “Base Revenue” is the portion of electric revenue received by the Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity, basic service, energy conservation, environmental, and fuel and purchased power recovery charges, franchise fees, and taxes.
- 1.2 “Baseline Base Revenue” equals the Base Revenue, if any, received for electric service at the Premises for the twelve-month period prior to the In-Service Date. If electric service has existed for less than twelve months prior to the In-Service Date, the Baseline Base Revenue will be calculated by averaging the monthly Base Revenue for those months that the electric service has existed prior to the In-Service Date and multiplying that average monthly Base Revenue by twelve. If no electric service has been provided at the Premises prior to the In-Service Date, the Baseline Base Revenue shall be zero. If the requested expanded electric service to the Premises will be measured by new metering, separate and apart from any metering of existing service to the Premises, there shall be no need to calculate Baseline Base Revenue and the Incremental Base Revenue shall be all Base Revenue received for electric service measured by the new metering during the Performance Guaranty Period.
- 1.3 “Incremental Base Revenue” is Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.
- 1.4 “Performance Guaranty Period” is the period of time commencing with the In-service Date, and ending on the fifth anniversary of the In-Service Date (“Expiration Date”).
- 1.5 “Performance Guaranty Amount” is the dollar amount calculated in 2.2 below.

## ARTICLE II - PERFORMANCE GUARANTEE AMOUNT

- 2.1 For purposes of this Agreement, Incremental Base Revenue shall equal the amount remaining after any applicable previously calculated Baseline Base Revenue is subtracted from the total Base Revenue received by the Company from the Customer for electric service to the Premises during the Performance Guaranty Period.
- 2.2 The Performance Guaranty Amount is the cost, as determined by the Company, of the required system expansion less Customer’s Contribution in Aid of Construction (“CIAC”) multiplied by a factor of 1.53. The Customer agrees to provide Company a Performance Guaranty Amount in the amount specified in the table below prior to Company installing the Facilities necessary to provide the electric service to serve the Premises.



<b>Calculation of Performance Guaranty Amount</b>	
A. Cost of Facilities	
B. Customer CIAC	
C. Remaining Cost (A – B)	
D. Present Value Factor	1.53
E. Performance Guaranty Amount (C * D)	

- 2.3 The Performance Guaranty Amount does not constitute or serve in lieu of CIAC. Nothing in this Agreement shall be construed as relieving the Customer from the obligation to pay or prohibiting the Company from collecting from Customer a CIAC for underground service pursuant to the Company’s applicable tariff.
- 2.4 The Customer shall provide the above-specified Performance Guaranty Amount to Company prior to Company beginning construction of the Facilities.
- 2.5 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

**ARTICLE III - PAYMENT and REFUND**

- 3.1 If the Incremental Base Revenue collected from the Customer by the end of the Performance Guaranty Period, or upon default of this Agreement, is less than the Performance Guaranty Amount, Customer shall pay to Company the Performance Guaranty Amount, less the amount of Incremental Base Revenue previously collected from the Customer.
- 3.2 At the Customer’s option, the Performance Guaranty Amount may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the Company’s option, different forms of security may be accepted, including a parent guarantee or another form acceptable to the Company.





- 3.3** If at the end or at any time during the Performance Guaranty Period, Incremental Base Revenue collected equals or exceeds the Performance Guaranty Amount and Customer secured the Performance Guaranty Amount through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or exonerated from all past, present, and future liabilities associated with this Agreement. Customer shall have the right to reduce the face value of the surety bond or letter of credit on an annual basis to reflect the difference between the Performance Guaranty Amount and the Incremental Base Revenue collected in the previous 12-month period. If at the end of the Performance Guaranty Period the Incremental Base Revenue does not equal or exceed the Performance Guaranty Amount, the Company shall have the right to draw down the surety bond or letter of credit by the difference between the Incremental Base Revenue and the Performance Guaranty Amount. The Company will accept payment for any such difference in cash from Customer in lieu of drawing down the surety bond or letter of credit provided that Customer pays within sixty days of the Performance Guaranty ending or upon default of this Agreement.
- 3.4** If the Customer elects to post the Performance Guaranty Amount in cash, the Company agrees to reduce the Performance Guaranty Amount cash balance by the amount of the previous twelve-month's Incremental Base Revenue collected and provide an annual bill credit or refund check to the Customer in an amount equal to such prior twelve months of Incremental Base Revenue collections, until such time as the Performance Guaranty cash balance is depleted. If at the end of the Performance Guaranty Period the Incremental Base Revenue previously collected from the Customer does not equal or exceed the Performance Guaranty Amount, the Company shall have the right to permanently retain the remaining cash balance of the Performance Guaranty Amount.
- 3.5** In the event that Company's construction of the Facilities shown on Exhibit "A" commences but is not completed due to a change in Customer's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and commence service due to changes or delays in Customer's schedule or plans or as the result of a lack of cooperation by the Customer, the Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, the Company may elect to terminate this Agreement and, in the event of such termination by the Company, the balance, if any, of the Performance Guaranty not required to cover the Company's expenditures incurred in connection with this Agreement will be refunded if Customer posted a cash Performance Guaranty.



#### **ARTICLE IV - TERM OF AGREEMENT**

The term of this Agreement shall commence on the above written In-Service Date and end on the earlier of the Expiration Date, or on the date Incremental Base Revenue collected from the Customer equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.1 or Section 3.5.

#### **ARTICLE V - FINAL SETTLEMENT**

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty Amount not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company and any remaining balance of the Performance Guaranty Amount that is subject to a letter of credit or surety bond shall become immediately due and payable.

#### **ARTICLE VI - TITLE AND OWNERSHIP**

Title to and complete ownership and control over the Facilities shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

#### **ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, whether written or oral, between company and Customer, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

#### **ARTICLE VIII - HEIRS, SUCCESSORS, AND ASSIGNS**

This Agreement shall inure to the benefits of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Customer shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.



**ARTICLE IX - SUBJECT TO FPSC RULES**

This Agreement is subject to the Rules and Orders of the Florida Public Service Commission and to Tampa Electric Company's Electric Tariff including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented, and at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

**In Witness Whereof**, Customer and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

\_\_\_\_\_  
Customer  
(Print/Type Name of Organization)

TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

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

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



**EXHIBIT A**

**FACILITIES TO BE INSTALLED TO SERVE THE PREMISES**



**PERFORMANCE GUARANTY AGREEMENT FOR MINING FACILITIES**

This Performance Guaranty Agreement ("Agreement:") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

**WITNESSETH:**

**Whereas**, in connection with the property located at \_\_\_\_\_ in \_\_\_\_\_, Florida ("Premises"), the Customer has requested that the Company install electric infrastructure ("Facilities") described in Exhibit A in order to provide electric service to relocated or expanded mining facilities supporting mining operations at or near the Premises;

**Whereas**, the Customer's estimate of the electric power need of the Premises will require a significant expansion of the Company's present electric system and, due to the transitory nature of the Customer's mining operations, the company believes that the Customer's projected load may not initially materialize or may decrease or disappear within five years following the requested service date of \_\_\_\_\_ ("In-Service Date") for the proposed system expansion; and

**Whereas**, the Company may not fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize or be sustained at the projected level for at least four years duration, thereby placing the burden for the stranded investment on Company's other customers; and

**Whereas**, the Customer is willing to provide assurance that the Company will recover its investment in the expansion of the Company's electric system based on the Customer's projections in the event that sufficient revenue from service to the Premises is not realized within five years following the requested service date;

**Now, therefore**, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, the Company and the Customer do hereby agree as follows:



**ARTICLE I – DEFINITIONS**

- 1.1 “Relocated Facilities”– Customer facilities that have been dismantled or removed from one site on the customer’s lands and reconstructed or relocated to the Premises in support of expanded mining activity within a specified region of customer lands within the Company’s service territory.
- 1.2 “Expanded Facilities”– new Customer facilities built at or near the Premises to support expanded mining operations within a specified region of Customer lands within the Company’s service territory.
- 1.3 “Base Revenue” is the portion of electric revenue received by the Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity, basic service, energy conservation, environmental, and fuel and purchased power recovery charges, franchise fees, and taxes.
- 1.4 “Baseline Base Revenue” equals the Base Revenue, if any, received for electric service at the current Premises (in the case of Expanded Mining Facilities) or at the former location (in the case of Relocated Mining Facilities), for the twelve-month period prior to the In-Service Date. If electric service has existed for less than twelve months prior to the In-Service Date, the Baseline Base Revenue will be calculated by averaging the monthly Base Revenue for those months that the electric service has existed prior to the In-Service Date and multiplying that average monthly Base Revenue by twelve. If no electric service has been provided at the Premises prior to the In-Service Date, the Baseline Base Revenue shall be zero. If the requested expanded electric service to the Premises will be measured by new metering, separate and apart from any metering of existing service to the Premises, there shall be no need to calculate Baseline Base Revenue and the Incremental Base Revenue shall be all Base Revenue received for electric service measured by the new metering during the Performance Guaranty Period.
- 1.5 “Incremental Base Revenue” is Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.
- 1.6 “Performance Guaranty Period” is the period of time commencing with the In-service Date, and ending on the fifth anniversary of the In-Service Date (“Expiration Date”).
- 1.7 “Performance Guaranty Amount” is the dollar amount calculated in 2.2 below



**ARTICLE II – PERFORMANCE GUARANTY AMOUNT**

- 2.1 For purposes of this Agreement, Incremental Base Revenue shall be calculated after the conclusion of the Performance Guarantee Period and shall equal the amount remaining after any applicable previously calculated Baseline Base Revenue is subtracted from the total Base Revenue received by the Company from the Customer for electric service to the Premises during the Performance Guarantee Period.
- 2.2 The Performance Guaranty Amount is the cost, as determined by the Company, of the total cost of the system expansion less Customer’s Contribution in Aid of Construction (“CIAC”) multiplied by a factor of 1.53. The Customer agrees to provide Company a Performance Guaranty Amount in the amount specified in the table below prior to Company installing the Facilities necessary to provide the electric service to the Premises.

<b>Calculation of Performance Guaranty Amount</b>	
A. Cost of Facilities	
B. Customer CIAC	
C. Remaining Cost (A – B)	
D. Present Value Factor	1.53
E. Performance Guaranty Amount (C * D)	

- 2.3 The Performance Guaranty Amount does not constitute or serve in lieu of CIAC. Nothing in this Agreement shall be construed as relieving the Customer from the obligation to pay or prohibiting the Company from collecting from Customer a CIAC for underground service pursuant to the Company’s applicable tariff.

The Customer shall provide the above-specified Performance Guaranty Amount to Company prior to Company beginning construction of the Facilities.

- 2.4 The Facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.



**ARTICLE III – PAYMENT AND REFUND**

- 3.1** If the Incremental Base Revenue collected from the Customer by the end of Performance Guaranty Period, or upon default of this Agreement, is less than the Performance Guaranty Amount, Customer shall pay to Company the Performance Guaranty Amount, less the amount of Incremental Base Revenue previously collected from the Customer.
- 3.2** At the Customer's option, the Performance Guaranty Amount may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the Company's option, different forms of security may be accepted, including a parent guarantee or another form acceptable to the Company.
- 3.3** If at the end or at any time during the Performance Guaranty Period, Incremental Base Revenue collected equals or exceeds the Performance Guaranty Amount and Customer secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or exonerated from all past, present, and future liabilities associated with this Agreement. Customer shall have the right to reduce the face value of the surety bond or letter of credit on an annual basis to reflect the difference between the Performance Guaranty Amount and the Incremental Base Revenue collected in the previous 12-month period. If at the end of the Performance Guaranty Period the Incremental Base Revenue does not equal or exceed the Performance Guaranty Amount, the Company shall have the right to draw down the surety bond or letter of credit to the extent of the difference between the Incremental Base Revenue collected and the Performance Guaranty Amount. The Company will accept payment for any such difference in cash from Customer in lieu of drawing down the surety bond or letter of credit provided that Customer pays within sixty days of the Performance Guaranty ending or upon default of this Agreement.
- 3.4** If the Customer elects to post the Performance Guaranty Amount in cash, the Company agrees to reduce the Performance Guaranty Amount cash balance by the amount of the previous 12-month's Incremental Base Revenue collected and provide an annual bill credit or refund check to the Customer in an amount equal to such prior twelve months of Incremental Base Revenue collections, until such time as the Performance Guaranty cash balance is depleted. If at the end of the Performance Guaranty Period the Incremental Base Revenue previously collected from the Customer does not equal or exceed the Performance Guaranty Amount, the Company shall have the right to permanently retain the remaining cash balance of the Performance Guaranty Amount.





**3.5** In the event that Company's construction of the Facilities shown on Exhibit "A" commences but is not completed due to a change in Customer's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and commence service due to changes or delays in Customer's schedule or plans or as the result of a lack of cooperation by the Customer, the Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, the Company may elect to terminate the Agreement and, in the event of such termination by the Company, the balance, if any, of the Performance Guaranty not required to cover the Company's expenditures incurred in connection with this Agreement will be refunded if Customer posted a cash Performance Guaranty.

#### **ARTICLE IV - TERM OF AGREEMENT**

The term of this Agreement shall commence on the above written In-Service Date and end on the earlier of the Expiration Date, or on the date Incremental Base Revenue collected from the Customer equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.1 or Section 3.5.

#### **ARTICLE V - FINAL SETTLEMENT**

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty Amount not previously refunded and not otherwise eligible for refund under the terms of this Agreement shall be retained by Company and any remaining balance of the Performance Guaranty Amount that is subject to a letter of credit or surety bond shall become immediately due and payable.

#### **ARTICLE VI - TITLE AND OWNERSHIP**

Title to and complete ownership and control over the Facilities shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

#### **ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Customer, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.



**ARTICLE VIII - HEIRS, SUCCESSORS, AND ASSIGNS**

This Agreement shall inure to the benefits of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Customer shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

**ARTICLE IX - SUBJECT TO FPSC RULES**

This Agreement is subject to the Rules and Orders of the Florida Public Service Commission and to Tampa Electric Company's Electric Tariff including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented, and at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

**In Witness Whereof**, Customer and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

\_\_\_\_\_  
Customer  
(Print/Type Name of Organization)

TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

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

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



**EXHIBIT A**

**FACILITIES TO BE INSTALLED TO SERVE THE PREMISES**



**PERFORMANCE GUARANTY AGREEMENT  
FOR RESIDENTIAL SUBDIVISION DEVELOPMENT**

This Performance Guaranty Agreement (“Agreement”) is made this \_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called “Applicant”), and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called “the Company”).

**WITNESSETH:**

**Whereas**, the Applicant has applied to the Company for underground electric service distribution facilities to be installed on Applicant’s property commonly known as \_\_\_\_\_ located in \_\_\_\_\_, Florida (“Premises”); and

**Whereas**, the Premises requires a significant expansion of the Company’s present electric distribution system and a Company investment exceeding \$600,000; and

**Whereas**, the revenue expected to be derived from all or a portion of the extension within two years is uncertain; and

**Whereas**, the Company requires a Performance Guaranty Agreement for Residential Subdivision Development (“Performance Guaranty”) to provide assurance to the Company that appropriate revenue will be derived from the installation of new facilities so recovery of its costs is certain; and

**Whereas**, the Applicant is agreeable to providing a Performance Guaranty

**Now, therefore**, in recognition of their mutual covenants and promises, the Company and the Applicant do hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

- 1.1 “Service Installation” shall be defined as: 1) the completed installation of service cable from the Company’s designated point of service to the electric meter enclosure, and 2) the receipt by the Company of an electrical release from the appropriate governmental authorities (“Electrical Release”) acknowledging that the Premises constructed by the Applicant is available for occupancy, such that the Company may install and connect electric meters.



- 1.2 "Expiration Date" shall be defined as the date five (5) years from the date the Company determines it is first ready to render electric service to the extension.

**ARTICLE II -  
DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT**

Applicant agrees to provide the Company a Performance Guaranty to be determined by the Company as follows:

- 2.1 The Company will estimate the total cost of facilities to be installed on the Premises ("Facilities") and deduct the amount of Contribution in Aid of Construction ("CIAC") paid by the Applicant pursuant to the Company's Electric Tariff. The remaining amount will be prorated among the projected number of Service Installations from which sufficient revenue may be derived to recover the Company's investment expense. Based upon the Company's evaluation of Applicants' construction plans, construction schedule, and the manner in which the subdivision is to be developed, a prorated amount for each service installed will be required for \_\_\_\_ Service Installations in all or part of the subdivision where, in the opinion of the Company, service may not be connected within two years from the date the Company is first ready to render electric service.
- 2.2 In accordance with the above, the initial Performance Guaranty amount required by the Company prior to installing the requested line extension shall be \_\_\_\_\_ (\$\_\_\_\_\_).



**ARTICLE III – PAYMENT AND REFUND**

- 3.1** The Applicant shall pay the above specified Performance Guaranty Amount to the Company to guarantee that the Applicant's development is completed so that all Facilities installed to serve new customers are utilized. This amount may be paid in cash or secured either by a surety bond or an irrevocable letter of credit in a form acceptable to the Company. At the Company's option, different forms of security may be accepted, including a parent guarantee or another form acceptable to the Company.
- 3.2** At the request of the Applicant, this Performance Guaranty Amount will be refunded without interest, if cash, or the required amount reduced, if secured by a surety bond or an irrevocable bank letter of credit, no earlier than quarterly intervals on a prorated basis of \_\_\_\_\_ (\$\_\_\_\_\_) for each Service Installation and \_\_\_\_\_ (\$\_\_\_\_\_) for the final Service Installation.
- 3.3** If the Performance Guaranty Amount is secured by an irrevocable bank letter of credit, the Applicant may provide either an amended or replacement irrevocable bank letter of credit in a form acceptable to the Company at the time to reflect the reduced Performance Guaranty Amount as provided for in Section 3.2. If, upon notice of cancellation or prior to expiration of an irrevocable bank letter of credit, a replacement irrevocable bank letter of credit in a form acceptable to the Company or payment in cash is not provided by Applicant to the Company, the Company will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. It is the responsibility of the customer to track the progress of construction and report it to the Company on an annual basis. The Company will continue to refund the Performance Guaranty Amount in accordance with Section 3.2 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty Amount. The check shall be provided to the Applicant with a copy to the third party.
- 3.4** Upon written consent from the Company, the Applicant may replace the balance of any cash Performance Guaranty Amount with an irrevocable bank letter of credit acceptable to the Company. Upon receipt of such irrevocable bank letter of credit, the Company will refund the balance of the cash Performance Guaranty Amount. If a third party has made payment to the Company pursuant to Section 3.3, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.



#### **ARTICLE IV - FINAL SETTLEMENT**

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty Amount not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company and any remaining balance of the Performance Guaranty Amount that is subject to a letter of credit shall become immediately due and payable.

#### **ARTICLE V - TITLE AND OWNERSHIP**

Title to and complete ownership and control over the Facilities shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

#### **ARTICLE VI – PROCEEDING WITH WORK**

The Company, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty Amount, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by the Company's engineers.

#### **ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, whether written or oral, between company and Customer, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto; provided however, that all terms and conditions contained in the Company's Underground Distribution Facilities Installation Agreement dated \_\_\_\_\_ relating to the installation of the Facilities shall be adhered to.

#### **ARTICLE VIII - HEIRS, SUCCESSORS, AND ASSIGNS**

This Agreement shall inure to the benefits of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Customer shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.



**ARTICLE IX - SUBJECT TO FPSC RULES**

This Agreement is subject to the Rules and Orders of the Florida Public Service Commission and to Tampa Electric Company's Electric Tariff including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented, and at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

**In Witness Whereof**, Customer and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

\_\_\_\_\_  
Customer  
(Print/Type Name of Organization)

TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

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

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





## Application for Interconnection of a Renewable Generator System

General Information		
Customer Name:		
Street Address:	Tampa Electric Account #:	
City:	State:	Zip:
Contact Name:		
Phone:	Fax:	
Email Address:	Tax ID #:	
System Information <i>(Manual disconnect switch must be in open position prior to submittal)</i>		
Inverter Manufacturer:	Model #:	
Generator System Manufacturer:	Model #:	
KW Power Rating: kW/Unit: # of panels or generators:	Type of Panel or Generator: Installed Date:	
Installed by:	Installed cost: (Optional)	
Comments:		
Annual kWh:	Max kWd:	
Feeder number:	TLN:	
Comments:		