

The Utilities Board of the City of Opp, Alabama
Security Light Lease Agreement



The Utilities Board of the City of Opp, Alabama, party of the first (hereinafter called The Utilities Board) and _____, a customer of the Utilities Board, and part of the second part (hereinafter called customer); hereby mutually agree as follows:

- 1) The Utilities Board will furnish and install at the location to be agreed upon by the parties hereto, a Security Light lighting unit on a pole or other suitable fixture; will make all necessary electrical connections, and will furnish electricity for operation of the unit which shall be controlled by a photo-electric cell; provided, however that in the event said lighting unit cannot be mounted on a existing pole of the utilities Board, or on other facilities of customer, and it is necessary to set a pole for mounting said lighting fixture, the Utility Board will install a 25' pole at no charge to the customer. The Utilities Board shall have no liability nor responsibility with respect to a customer-owned pole.
- 2) The Utilities Board will maintain said lighting unit and replace defective or burned-out light bulbs at no expense to customer, within a reasonable time after notification from customer that maintenance of the unit is required.
- 3) Customer hereby agrees to furnish the location for the lighting unit; to permit the trimming of any trees that is required for the conductors or unit installation; to grant any necessary permits and/or easements, and to pay for the foregoing services at rates specified in Section 4 hereof, said charge to be included on customer's regular monthly electric bill.
- 4) The charge for service provided shall be as follows.

100-watt hps security light \$5.77 plus tax monthly (\$69.24 plus tax yearly)

250-watt hps security light \$12.85 plus tax monthly (\$148.20 plus tax yearly)

400-watt hps security light \$19.76 plus tax monthly (\$237.12 plus tax yearly)

1000-watt hps security light \$29.64 plus tax monthly (\$355.68 plus tax yearly)

Said charges to be billed in equal monthly increments and payable within 10 days after the first of each month

5) Customer agrees that the lighting units, together with all related appurtenances involved in the service which are owned by the Utilities Board, may be removed at any time by the Utilities Board upon customer's failure to pay when due, monthly charges as set out in Section 4. Customer agrees to protect the lighting unit from damage insofar as customer is able to do so.

6) It is mutually agreed that the unit complete with appurtenances and attachments as installed shall remain the property of the Utilities Board and will be removed at the request in writing of customer upon anniversary date of this agreement in any year. The minimum period of service hereunder shall be 1 year, for which customer agrees to pay the charges as set forth in Section 4 hereof.

7) The customer agrees that the Utilities Board shall not be responsible for any damage to the customer's premises in the installation of the security lighting unit, including but not limited to, damage cause by ruts of trucks, the breaking of sewer or water lines, and damage to grass, trees or shrubs. The customer agrees to indemnify and hold the Utilities Board harmless for all claims made for such damage.

Date _____

Name _____

Address _____

Customer Account Number _____

Work Oder Number _____

The number of lighting units to be installed hereunder shall be as follows:

_____ 100-watt

_____ 250-watt

_____ 400-watt

_____ 1000-watt

NOTES: