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AUSLEY & McMULLEN

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MAY -7 AM 2:32
RECORDS AND REPORTING

May 7, 1999

HAND DELIVERED

990573-E1

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Petition for Approval of Revisions to Tampa Electric Company's Bright Choices® Outdoor Lighting Agreement

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Petition for Approval of Revisions to Tampa Electric Company Bright Choices® Outdoor Lighting Agreement.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

[Signature]
James D. Beasley

JDB/pp
Enclosures

DOCUMENT NUMBER-DATE

05847 MAY-7 99

FPSC-RECORDS & REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Revisions)
to Tampa Electric Company's Bright)
Choices® Outdoor Lighting Agreement.)
_____)

DOCKET NO. _____
FILED: May 7, 1999

**PETITION FOR APPROVAL OF REVISIONS TO TAMPA ELECTRIC
COMPANY'S BRIGHT CHOICES® OUTDOOR LIGHTING AGREEMENT**

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Section 366.051, Florida Statutes, and Rule 25-17.0832(4), Florida Administrative Code, petitions the Commission to approve the attached revisions to Tariff language and the associated Tariff Sheets regarding the Bright Choices® Outdoor Lighting Agreement ("Outdoor Lighting Agreement") and, as grounds therefor, states:

1. The name address, telephone number and facsimile number of the petitioner are:

Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601
(813) 228-4111
(813) 228-1770 (fax)

2. The name address, telephone number and facsimile number of the attorney and qualified representative of the Petitioner are:

Angela Llewellyn
Regulatory Administrator
Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-1752
(813) 228-1770 (fax)

Lee L. Willis
James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115
(850) 222-7952 (fax)

DOCUMENT NUMBER-DATE

05847 MAY-7 8

REG-REGULATORY REPORTING

3. Tampa Electric is a Commission regulated electric utility company providing retail electric service to customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties in Florida.

4. Revisions to the company's Outdoor Lighting Agreement in Section 7 of the Tariff are being proposed to remove overly restrictive language that has caused concern on the part of our customers. The language being removed from the Agreement is related to indemnity and insurance. Tampa Electric has reviewed its business requirements and believes it can remove this overly restrictive language to allay customer concerns, improve customer understanding and aid tariff simplification without significantly increasing the company's risk exposure. In addition, there are several miscellaneous changes to language in the Agreement to make it more readable or more reflective of business practices.


5. The company is proposing an addendum to its existing Outdoor Lighting Agreement. In order to address cases where an existing customer with an active Outdoor Lighting Agreement requests that additional lighting equipment and/or fixtures be installed at their existing site. Using this addendum will allow this new requested service to be installed without the production of a new contract. The inclusion of this addendum will allow the company to manage changes to existing customer Outdoor Lighting Agreements.

6. The proposed new Tariff sheets (Second Revised 7.200, Second Revised 7.201, Second Revised 7.202, First Revised 7.203, First Revised 7.204, First Revised 7.205, First Revised 7.206 and Original 7.207) are provided in standard format as Exhibit "A" to this petition. Following the standard format Tariff sheets in Exhibit "B" is a composite exhibit consisting of the standard format of the Tariff pages, but marked in legislative format to show the specific changes that the company is proposing.

WHEREFORE, Tampa Electric urges the Commission to approve the company's proposed revisions to the Tariff.

DATED this 7th day of May, 1999.

Respectfully submitted,



LEE L. WILLIS
JAMES D. BEASLEY
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

Exhibit "A"

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

Pursuant to the terms and conditions set fourth in this 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. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, and its officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

1. The Company shall furnish, install, operate and maintain, for the term of this agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

2. The Equipment shall be located at _____ ("Installation Site"). The Equipment shall be configured and installed pursuant to a final design sketch. If the final design sketch materially deviates from or varies from the prior design sketch provided to the Customer, the Company shall provide the Customer with a copy of the final design sketch at least five business days prior to the commencement of any work by the Company at the Installation Site. A final design sketch shall be deemed to materially deviate or vary if the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in any prior design sketch provided to the Customer. If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch 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 to Sheet No. 7.201

Continued from Sheet No. 7.200

The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **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. The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged during construction of Customer's facilities or by vandalism. The Customer shall also be responsible for all 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. The Customer shall be responsible for notifying the Company of all Equipment outages.

3. The Company shall bear all normal Equipment installation costs, with the exception of the following: \$_____ for _____. Thereafter, relocation of any Equipment shall be done only at the Customer's expense.
4. During the term of this agreement, the Customer shall pay the Company monthly for services provided pursuant to Rate Schedules OL-1, OL-3, and/or SL-2, as those rate schedules, which are on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in **Column A** plus all applicable fuel and other adjustment clause charges and (where applicable) franchise fees and taxes, for a total as indicated in **Column B** per month under current tax rates, pursuant to the Rate Schedule as indicated in **Column C** for a term as indicated in **Column D**. Customer agrees to deposit with the Company, the additional cash sum as shown in **Column E**, which is equivalent to approximately two (2) months service under this contract, or upon acceptance of the Company, place a surety bond or an irrevocable letter of credit from a bank, with the Company in the same amount.

Continued to Sheet No. 7.202

Continued from Sheet No. 7.201				
Column A	Column B	Column C	Column D	Column E
Non-Fuel Charges	Fuel and Other Charges	Rate Schedule	Term	Deposit
		OL-1 (Overhead Served Facilities)		
		SL-2 (Overhead Served Facilities)		
		OL-3 (Overhead Served Facilities)		
		OL-1 (Underground Served Facilities)		
		SL-2 (Underground Served Facilities)		
		OL-3 (Underground Served Facilities)		
Monthly Grand Total				
		OL-1, SL-2, OL-3 (All Facilities)		
Deposit Required				
		OL-1, SL-1, OL-3 (All Facilities)		
<p>The Company will annually credit the Customer's bill with an interest amount approved by the Florida Public Service Commission for cash deposits. The currently authorized interest rate is __%. 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.</p> <p>5. This Agreement shall be effective on the later of the dates indicated on the signature block and shall remain in force for a primary term of _____ year(s) beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.</p>				
Continued to Sheet No. 7.203				

Continued from Sheet No. 7.202

6. The Customer shall locate and advise the Company of the location of all underground facilities at the Installation Site prior to the commencement of any work by the Company. Any cost or liability for damage to underground facilities that were not properly identified by the Customer shall be paid by the Customer. 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.
7. The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order, but shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, 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.
8. In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. 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.

Continued to Sheet No. 7.204

Continued from Sheet No. 7.203

9. The Customer and the owner or landlord 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 and removal of the Equipment. The 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 now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," 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, anything placed, installed, or existing in violation of this paragraph.

10. In the event that this agreement is terminated pursuant to paragraph 8 or expires pursuant to this Paragraph 10, 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 Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.
11. During the term of this Agreement, both parties agree to maintain adequate and statutorily required amounts of insurance, including without limitation, property, personal injury, general comprehensive liability, and workers compensation insurance. Upon request, both parties agree to provide the other with evidence of insurance.

Continued to Sheet No. 7.205

Continued from Sheet No. 7.204

- 12. During the term of this Agreement, Company and Customer shall have the right to enter into addendums to the Agreement ("Addendum") upon the mutual agreement of both parties and execution of an Addendum in a form mutually agreeable to both parties.
- 13. 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 be assigned by the Customer with the Company's prior written consent. In the event of an assignment, the assignee shall be substituted herein for the Customer and/or other Grantor with respect to all rights and obligations.
- 14. 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.
- 15. 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 dully authorized to execute this agreement, have caused this instrument to be executed in due form of law.

Customer: _____
 By/Title: _____
 Signature: _____
 Date: _____

Tampa Electric Company Representative:
 By/Title: _____
 Signature: _____
 Department: _____
 Date: _____

Property Owner: _____
 By/Title: _____
 Signature: _____
 Date: _____

Tampa Electric Company Manager:
 By/Title: _____
 Signature: _____
 Department: _____
 Date: _____

Contract No. _____

**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, and its officers, directors, affiliates, insures, representatives, agents, servants, employees, contractors, or parent, sister, of 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:

Continued to Sheet No. 7.207

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 7.206				
Column A	Column B	Column C	Column D	Column E
Non-Fuel Charges	Fuel & Other Charges	Rate Schedule	Term	Deposit
		OL-1 (Overhead Served Facilities)		
		SL-2 (Overhead Served Facilities)		
		OL-3 (Overhead Served Facilities)		
		OL-1 (Underground Served Facilities)		
		SL-2 (Underground Served Facilities)		
		OL-3 (Underground Served Facilities)		
Monthly Grand Total				
		OL-1, SL-2, OL-3 (All Facilities)		
Deposit Required				
		OL-1, SL-1, OL-3 (All Facilities)		
<p>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.</p> <p>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.</p>				
Customer: _____ By/Title: _____ Signature: _____ Date: _____		Tampa Electric Company Representative: By/Title: _____ Signature: _____ Date: _____		
Property Owner _____ By/Title: _____ Signature: _____ Date: _____		Tampa Electric Company Manager: By/Title: _____ Signature: _____ Date: _____		
Original Contract No. _____ Addendum Contract No. _____				

Exhibit "B"

Contract No. _____

Work Order No. _____

Project Name _____

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set fourth in this agreement, Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name) and Billing Address and Physical Address) _____ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, and its officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

- 1. The Company shall furnish, install, operate and maintain, for the term of this agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

- 2. The Equipment shall be located at _____ ("Installation Site"). The Equipment shall be configured and installed pursuant to a final lighting design sketch which shall be provided to the Customer at least five business days prior to the commencement of any work by the Company at the Installation Site pursuant to this agreement. If the final design sketch materially deviates from or varies from the prior design sketch provided to the Customer, the Company shall provide the Customer with a copy of the final design sketch at least five business days prior to the commencement of any work by the Company at the Installation Site. A final design sketch shall be deemed to materially deviate or vary if the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in any prior design sketch provided to the Customer. If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final lighting design sketch 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 lighting design sketch.

Continued to Sheet No. 7.201

Continued from Sheet No. 7.200

The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR OR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed. The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged during construction of Customer's facilities or by vandalism. The Customer shall also be responsible for all 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. The Customer shall be responsible for notifying the Company of all Equipment outages.

- 3 5: The Company shall bear all normal Equipment installation costs, with the exception of the following: \$_____ for _____. Thereafter, relocation of any Equipment shall be done only at the Customer's expense.
- 4 8: During the term of this agreement, the Customer shall pay the Company monthly for services provided pursuant to Rate Schedules OL-1, OL-3, and/or SL-2, as those rate schedules, which are on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.
- ~~4. If this agreement involves construction, alteration, repair or demolition of a building, structure, appurtenance, or appliances, including its removal or excavation, the Customer acknowledges the receipt and sufficiency of specific valuable consideration and other benefits accruing to Customer in exchange for Customer's obligation to indemnify for property damage, personal injury, or death caused by the sole, contributory, or concurrent negligence of the Company. The specific consideration includes, but is not limited to, the first five percent (5%) of the charges for service received by the Customer under this Agreement. In the event that Customer's obligation to indemnify the Company is found to be unenforceable because of failure of consideration, the Customer's obligation to indemnify the Company for the Company's negligence shall be limited to \$1,000,000.00 to any one person or for property damage from any one accident.~~

ISSUED BY: J. B. Ramil K. S. Surgenor,
President

DATE EFFECTIVE: April 7, 1998

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in **Column A** plus ~~all applicable fuel and other adjustment clause charges~~ ~~fuel adjustment, energy conservation charges,~~ and (where applicable) franchise fees and taxes, for a total as indicated in **Column B** per month under current tax rates, pursuant to ~~the~~ Rate Schedule as indicated in **Column C** for a term as indicated in **Column D**. Customer agrees to deposit with the Company, the additional cash sum as shown in **Column E**, which is equivalent to approximately two (2) months service under this contract, or upon acceptance of the Company, place a surety bond or an irrevocable letter of credit from a ~~local~~ bank, with the Company in the same amount.

Continued to Sheet No. 7.202

ISSUED BY: ~~J. B. Ramil~~ K. S. Surgenor,
President

DATE EFFECTIVE: April 7, 1998

Continued from Sheet No. 7.201

~~7. Nothing in this Agreement shall be construed to make any personal entity not executing this Agreement a third-party beneficiary to this Agreement, nor shall any person or entity other than a party to this Agreement have any authority to enforce its terms. The Company and its employees, servants, contractors or agents, shall not be liable to non-customers, any third parties or others not party to this Agreement for any damages arising from the furnishing, design, installation, operation, maintenance, or removal of this Equipment or for the negligence of the Company, its employees, servants, contractors or agents, including but not limited to any and all claims of personal injury, death or property damages and any other losses, damages, charges or expenses which arise or are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance or removal of the Equipment.~~

Column A	Column B	Column C	Column D	Column E
Non-Fuel Charges	Fuel and Other Charges Clause	Rate Schedule	Term	Deposit
		OL-1 (Overhead Served Facilities)		
		SL-2 (Overhead Served Facilities)		
		OL-3 (Overhead Served Facilities)		
		OL-1 (Underground Served Facilities)		
		SL-2 (Underground Served Facilities)		
		OL-3 (Underground Served Facilities)		
Monthly Grand Total				
		OL-1, SL-2, OL-3 (All Facilities)		
Deposit Required				
		OL-1, SL-1, OL-3 (All Facilities)		

ISSUED BY: J. B. Ramil K. S. Surgenor,
 President

DATE EFFECTIVE: April 7, 1998

The Company will annually credit the Customer's bill with an interest amount approved by the Florida Public Service Commission for cash deposits. The currently authorized interest rate is __%. 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.

5 12. This Agreement shall be effective ~~on the later of the dates indicated on the signature block when signed by all parties~~ and shall remain in force for a primary term of ~~(choose the longest term specified in Paragraph 8, column D)~~ Year(s) beginning on the date of the Equipment is installed, ~~as shown on provided sketch,~~ and all lights are energized and ready for use and shall continue ~~thereafter the primary term for successive terms of one year terms each~~ until terminated by either party ~~upon providing giving the other party with thirty (30) days prior written notice of termination. intention to terminate.~~

Continued to Sheet No. 7.203

ISSUED BY: J. B. Ramil K. S. Surgenor,
President

DATE EFFECTIVE: April 7, 1998

Continued from Sheet No. 7.202

- ~~6~~ 3. The Customer shall locate and advise the Company of the location of all underground facilities at the Installation Site prior to the commencement of any work by the Company at the Installation Site. Any cost or liability for damage to underground facilities ~~that~~ which were not properly identified by the Customer, as required pursuant to this paragraph, or with regard to furnishing, installing, operating, maintaining or removing the Equipment, shall be paid by the Customer. ~~Except for those claims, The Customer agrees to indemnify the Company and hold it harmless of and from any and all claims including injuries, death or property damage, and any other losses, and damages, charges or expenses, including attorney's fees and litigation costs, which arise 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, or are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance or removal of the Equipment. Customer's indemnity obligation shall extent to and including liability for the sole, contributory, comparative or concurrent negligence of the Company. The phrase "property damage" as used herein includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. The Customer further agrees to undertake, as its own expense, the defense of any action, suit or proceedings which may be brought against the Company claiming damages which are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance, or removal of the Equipment.~~
- ~~7~~ 6. The Company will furnish electricity to operate the Equipment approximately 4200 hours ~~or less, depending on the controlling device,~~ each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintaining the Equipment in operating order, but shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company, ~~its employees, servants, contractors, or agents, including,~~ but not limited to, ~~complete or partial failure or interruption of service, or lighting, for initiation of or re-connection 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. The Equipment shall be operated by a photo-cell or timer which will cause the same to be illuminated between the hours of dusk to dawn each day.~~

~~8. 9.~~ In the event that the Customer fails to pay ~~the Company~~ for any of the services provided ~~herein, by the Company, pursuant to this agreement, or otherwise~~ violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company, ~~as liquidated damages,~~ an amount of equal to the net present value of the monthly rate for ~~each service taken, less all applicable fuel and other adjustment clause charges, fuel adjustment, energy conservation charge, oil backout charge~~ and (where applicable) franchise fees and taxes, for each month of the unexpired ~~primary term initial term, as specified in Paragraph 6, for each service taken, as liquidated damages for such early termination.~~

~~Continued to Sheet No. 7.204~~

Continued from Sheet No. 7.203

~~9~~ 10. The Customer and/or the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company, ~~its agents, successors and assigns,~~ a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment; ~~following the termination of this Agreement.~~ The Equipment, ~~both currently installed and installed during the term of this agreement,~~ shall remain the Company's personal property, notwithstanding the manner or mode of ~~its~~ **this** attachment to the Installation Site and shall not ~~be deemed~~ **become** fixtures. Any claim(s) ~~or claims~~ that the Company, ~~or its assigns,~~ has or may hereafter have with respect to ~~the~~ **any** Equipment shall be superior to any lien, right or claim of any nature ~~that~~ **which** any Grantor now has or may hereafter have ~~with~~ **in** respect ~~to the~~ **of** any Equipment by law, agreement or otherwise.

~~Each and every right which each Grantor now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by the undersigned Grantors, to levy or distraint upon for rent, in arrears, in advance, or both, or to claim or assert title to the Equipment is hereby waived. In no event shall the Customer, or any other Grantor, place upon or attach to any of the Company's Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles"; 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 which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove, without liability, anything placed, installed, or existing in violation of this paragraph.~~

~~10~~ 11. In the event that this agreement is terminated pursuant to paragraph ~~89~~ or expires pursuant to ~~this~~ Paragraph ~~1012~~, 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 Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

11. During the term of this Agreement, both parties agree to maintain adequate and statutorily required amounts of insurance, including without limitation, property, personal injury, general comprehensive liability, and workers compensation insurance. Upon request, both parties agree to provide the other with evidence of insurance.

Continued to Sheet No. 7.205

Continued from Sheet No. 7.204

- 12. During the term of this Agreement, Company and Customer shall have the right to enter into addendums to the Agreement ("Addendum") upon the mutual agreement of both parties and execution of an Addendum in a form mutually agreeable to both parties.
- 13. ~~This~~ The agreements herein contained 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 be assigned by the Customer with the Company's prior written consent. In the event of an assignment, the assignee ~~sale of the subject property the Customer and/or Grantors other than the Customer, if any, shall assign the Customer and/or Grantor's rights hereunder to the purchaser, as appropriate. The purchaser shall be substituted herein for the Customer and/or other Grantor with respect to all rights and obligations.~~
- 14. No delay or failure by the Customer or the Company to exercise any right under this agreement, ~~and no partial or single exercise of that right,~~ shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 15. 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, ~~this day and year first written above.~~

Customer: _____
 By/Title: _____
 Signature: _____
 Date Title: _____

Tampa Electric Company Representative:
 By/Title: _____
 Signature: _____
 Department: _____
 Date: _____

Property Owner _____ (If other than Customer)
 By/Title: _____ (With Regard to Paragraphs 6-10)
 Signature: _____
 Date Title: _____

Tampa Electric Company Manager:
 By/Title: _____
 Signature: _____
 Department: _____
 Date: _____

Contract No. _____

~~IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is dully 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: _____

Property Owner _____ (If other than Customer)
By: _____ (With Regard to Paragraphs 6-10)
Title: _____

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, and its officers, directors, affiliates, insures, representatives, agents, servants, employees, contractors, or parent, sister, of 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:~~

ISSUED BY: J. B. Ramil K. S. Surgenor, President

DATE EFFECTIVE: April 7, 1998

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:

Continued to Sheet No. 7.207

Continued from Sheet No. 7.206				
Column A	Column B	Column C	Column D	Column E
Non-Fuel Charges	Fuel & Other Charges	Rate Schedule	Term	Deposit
		OL-1 (Overhead Served Facilities)		
		SL-2 (Overhead Served Facilities)		
		OL-3 (Overhead Served Facilities)		
		OL-1 (Underground Served Facilities)		
		SL-2 (Underground Served Facilities)		
		OL-3 (Underground Served Facilities)		
Monthly Grand Total				
		OL-1, SL-2, OL-3 (All Facilities)		
Deposit Required				
		OL-1, SL-1, OL-3 (All Facilities)		
<p>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.</p> <p>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.</p>				
Customer: _____		Tampa Electric Company Representative: _____		
By/Title: _____		By/Title: _____		
Signature: _____		Signature: _____		
Date: _____		Date: _____		
Property Owner: _____		Tampa Electric Company Manager: _____		
By/Title: _____		By/Title: _____		
Signature: _____		Signature: _____		
Date: _____		Date: _____		
Original Contract No. _____				
Addendum Contract No. _____				