

One Energy Place
Pensacola, Florida 32520

850.444.6111

May 9, 2000



Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0870

000572-EI

Dear Ms. Bayo:

Enclosed for approval are an original and fifteen copies of Gulf Power Company's tariff sheets nos. 7.1, 7.2, 7.3, 7.4, 7.59, 7.60, and 7.61. Gulf is seeking to update and modernize its "Contract for Electric Service". The language in the "Contract for Electric Power" has remained the same for many years. The proposed revisions make the document easier to read and yet continues to outline the responsibilities of the parties.

The Company now seeks to offer two contracts, instead of one, depending on the circumstances. The submitted "Contract for Electric Service" would replace the existing contract included in Gulf's tariff. It would be used for customers seeking service for a single delivery point. The newly created "Master Contract for Electric Service" would be used for customers seeking service for multiple delivery points. A separate "Premises Exhibit to Master Contract for Electric Service" would be attached to the master contract for each delivery point requested by the Customer. All agreements could be executed by an authorized representative of the Company and would no longer require approval by an officer of the Company.

Gulf plans to use these contracts on a going-forward basis. Existing contracts would not be replaced. In order to facilitate a smooth transition, Gulf seeks an effective date of one week past the approval date of the Florida Public Service Commission.

Upon approval, please provide a copy of the approved tariff sheets to my attention.

Sincerely,

Susan D. Ritenour

Susan D. Ritenour
Assistant Secretary and Assistant Treasurer

lw

cc: Beggs and Lane
Jeffrey A. Stone, Esquire

00 MAY 10 AM 8 25
HALL ROOM

DOCUMENT NUMBER-DATE

05824 MAY 10 8

FPSC-RECORDS/REPORTING

Tariff Sheets

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Section No. VII
Second Revised Sheet No. 7.2
Canceling First Revised Sheet No. 7.2

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ISSUED BY: Travis Bowden

GULF POWER COMPANY

CONTRACT FOR ELECTRIC SERVICE

Form 1

THIS CONTRACT for electric service is entered into this _____ day of _____, _____, ("Effective Date") between Gulf Power Company ("Company") and _____ ("Customer").

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

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

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

3. Term. The term of this Contract shall be _____ () year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service to Premises.

The characteristics of the service to be furnished under this Contract are as follows:

- a. Premises location: _____
- b. Frequency: Approximately sixty (60) hertz
- c. Voltage and Phase: _____
- d. Delivery Point: _____
- e. Rate Schedule(s): _____
- f. Service level: () transmission () primary () secondary
- g. Rate Rider(s): _____
- h. Commencement of electric service not later than: _____
- i. Contract Capacity: _____
- j. Minimum billing demand: _____

5. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

ISSUED BY: Travis Bowden

EFFECTIVE:

7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.

9. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

10. Non-waiver: The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

11. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated herein by reference:

12. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in paragraph 4 herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.

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

GULF POWER COMPANY

By: _____

By: _____

Title: _____

Title: _____

ISSUED BY: Travis Bowden

EFFECTIVE:

GULF POWER COMPANY
MASTER CONTRACT FOR ELECTRIC SERVICE
Form 26

THIS MASTER CONTRACT ("Contract") for electric service is entered into this ____ day of _____, _____ ("Effective Date") between Gulf Power Company ("Company") and _____ ("Customer").

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

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

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

3. Term. The term of this Contract applicable to each premises governed hereunder shall be as set forth in any Premises Exhibits governing such premises that are attached to this Contract at execution of this Contract or that are executed after the Effective Date of this Contract and reference this Contract. (This Contract is executed with ____ () Premises Exhibits attached.) Either party may terminate this Contract upon written notice to the other of such termination. However, the only effect of such termination shall be to prevent the parties from adding premises to this Contract after the date of termination. The terms and provisions of this Contract shall remain in full force and effect for each premises described in a Premises Exhibit for the duration of the term stated in such Premises Exhibit.

4. Service to Premises. The characteristics of the service to be furnished to each premises to be governed by this Contract shall be described on one or more Premises Exhibits attached to this Contract at execution or which are executed by each party and reference this Contract. Each Premises Exhibit shall be deemed to be a separate and independent contract between the parties hereto which incorporates the terms and conditions of this Contract.

5. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the rules, regulations and applicable rate schedules.

6. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

ISSUED BY: Travis Bowden

EFFECTIVE:

7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.

9. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

10. Non-waiver: The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

11. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to any premises identified in one or more Premises Exhibits attached hereto. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed by its duly authorized representative, as of the effective date hereof.

GULF POWER COMPANY

By: _____

By: _____

Title: _____

Title: _____

PREMISES EXHIBIT DATED _____
TO
MASTER CONTRACT FOR ELECTRIC SERVICE DATED _____
Form 27

Gulf Power Company ("Company") and _____ ("Customer") agree that the Master Contract ("Contract") for electric service shall apply to each of the premises identified below.

1. Service to Premises.

The characteristics of the service to be furnished at this premises under this Contract are as follows:

- a. Premises location: _____
- b. Frequency: Approximately sixty (60) hertz
- c. Voltage and Phase: _____
- d. Delivery Point: _____
- e. Rate Schedule(s): _____
- f. Service level: () transmission () primary () secondary
- g. Rate Rider(s): _____
- h. Commencement of electric service not later than: _____
- i. Contract Capacity: _____
- j. Minimum billing demand: _____

2. Term. This Premises Exhibit shall be effective for the above premises on the date of commencement of electric service under the terms identified in (a) through (j) above. The term of the Contract for this premises shall be _____ () year(s) from the date of commencement of electric service under the terms identified in (a) through (j) above. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

3. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein or in the Contract. The following such terms and conditions are attached hereto and incorporated herein by reference:

4. Prior Agreements. This Premises Exhibit, upon becoming effective, shall cancel and supersede any previously existing Premises Exhibit or other agreement covering service to this premises.

Company and Customer have each caused this Premises Exhibit to be executed by its duly authorized representative as of the date stated above.

GULF POWER COMPANY

By: _____

By: _____

Title: _____

Title: _____

ISSUED BY: Travis Bowden

EFFECTIVE:

Legislative Format

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GULF POWER COMPANY
PENSACOLA, FLORIDA

STANDARD FORM
OF
Contract for Electric Power

RATE SCHEDULE _____

Agreement made this _____ day of _____, 19____ by and between GULF
POWER COMPANY, hereinafter called the Company, and _____
_____, hereinafter called the Customer:

In consideration of the mutual agreements hereinafter contained, IT IS AGREED:

FIRST: That during the term of _____ years, beginning the _____ day of _____, 19____, and
continuing thereafter until terminated by mutual agreement or at least _____ months' written notice by either party to the other
of its intention to terminate this agreement, the Company shall maintain sufficient electric capacity and equipment to enable it to deliver to
the Customer, at a delivery point located at _____

in _____ County, Florida, electric power in the form of three (3) phase alternating current at a frequency of
approximately sixty (60) Hertz and at approximately _____ volts and in the amounts specified below for which the Customer
shall pay in accordance with the rate schedule shown above which is set forth in Exhibit A attached hereto and made a part hereof in its
entirety.

The capacity required to be maintained by the Company shall be as follows, effective on the dates shown.

<u>Effective</u> <u>Billing Month</u>	<u>Year</u>	<u>Capacity</u> <u>Required to be</u> <u>Maintained</u>	<u>Effective</u> <u>Billing Month</u>	<u>Year</u>	<u>Capacity</u> <u>Required to be</u> <u>Maintained</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

and continuing thereafter.

The obligation of the Company to deliver electrical power hereunder shall be limited to the capacity required to be maintained during each period stated above unless modified as provided hereafter in Article FOURTH.

SECOND: The electric energy used by the Customer hereunder, and the Customer's maximum demand, shall be measured by meters and instruments installed and owned by the Company, and the Customer agrees to pay the Company monthly for the demand and energy so used in accordance with the provisions of Exhibit A or at such lawful rates as may supersede same. If the Customer's load characteristics change such that another of the Company's standard rate schedules becomes more economical on an annual basis, the Customer may elect to change to the lower rate schedule for the remainder of the contract term. If the schedule or rates attached hereto and referred to herein is legally superseded by higher rates, the Customer agrees to pay for the service supplied during the remainder of the term of this agreement in accordance with such new rates.

THIRD: A bill for the service supplied hereunder shall be rendered by the Company for each month, and, if not paid at the Company's office within twenty (20) days next succeeding the date rendered, the Company may, at any time thereafter, upon five (5) days' written notice, suspend service, and if not paid within a further period of ten (10) days, the Company may at its option, treat this agreement as terminated and at an end, whereupon all rights of the Customer hereunder shall cease.

The Company may, however, extend the time for paying any one or more bills or any part thereof, and its action in so doing, whether by taking the note of the Customer or anyone else with or without security or merely extending the time for paying such bill or bills, shall be without prejudice to its right thereafter to suspend service as herein provided, and by so doing the Company shall not be held or considered as waiving any of its rights hereunder, including its right, as its option, thereafter to suspend service and/or to treat this agreement as terminated and at an end.

FOURTH: If at any time the Customer desires to increase the capacity required to be maintained by the Company pursuant to the provision of Article FIRST hereof, the Customer shall give written notice thereof to the Company, and the company shall, as soon thereafter as reasonably practical, submit to the Customer a proposal outlining the rates, terms and conditions under which such additional capacity will be provided subject to the conditions enumerated in Article NINTH and to the rules, regulations, and conditions under which the company may then be operating. In the event new rates are included in said proposal, they shall be approved by the Florida Public Service Commission.

In the event the Customer's maximum demand at any time exceeds the capacity required to be maintained, by ten per cent (10%) or more the Customer shall be liable for all damage resulting to the Company's apparatus by reason of such excess or excesses and the Company may interrupt the service without notice to the Customer but shall be under no duty to do so.

FIFTH: Unless otherwise expressly provided, the word "month" as used herein shall not be construed as meaning a calendar month, but shall refer to and mean the period between consecutive meter readings taken by the Company for billing purposes. Meters will be read by the Company at intervals of approximately thirty (30) days for the purpose of determining the Customer's maximum capacity requirement, and the energy consumed hereunder and the rates and charges herein provided for shall be based upon such readings.

SIXTH: The Customer agrees to make adequate provision to insure that under no circumstances, can any electric power other than that furnished hereunder, be interconnected so as to operate in parallel with that of the Company, and the Customer further agrees not to share, sell, or dispose of any power furnished hereunder, or which may be generated directly or indirectly therefrom, without the written consent of the Company. Electric energy furnished hereunder may be used by the Customer for lighting purposes incidental and necessary to the operation of the Customer. The Company, however, shall be under no duty or obligation hereunder to supply service at a reduced or regulated voltage suitable for such lighting service. In the event the voltage or regulation of the energy furnished hereunder is found by the Customer to be unsatisfactory for such lighting purposes, suitable voltage regulating and transforming apparatus may be installed, by the Customer at his or its expense.

SEVENTH: This contract contemplates that service hereunder shall be supplied only for the Customer's own use and particular establishment to which this contract refers as one customer. Service is hereby restricted to one person, firm, or corporation, and a single premise or establishment of the one person, firm, or corporation as a Customer.

EIGHTH: All transformer, transmission lines, switches, machinery and materials up to the delivery point and all the Company's metering equipment, wherever placed, shall be maintained and owned by the Company, and shall at all times be subject to its inspection, repair, or alteration and removable at its option. The Customer shall supply without charge to the Company, a suitable site or sites for such lines and transformer substation as may be needed and shall also supply without charge to the Company suitable buildings or accommodations for the Company's metering equipment. Everything on the Customer's side of said delivery point shall be supplied, maintained, and operated by the Customer at his or its expense with the view of securing a power factor of as near one hundred per cent (100%) as practicable. If the power factor of the Customer's installation falls below the power factor specified in Exhibit A, the Company may adjust the billing as provided in said Exhibit. The Customer assumes the obligations to maintain and repair, and shall be responsible for the inspection, maintenance, and repair of all equipment beyond the said delivery point, and the Company shall not be held liable for damages of any kind due to the condition of Customer's equipment. The Company may, however, refuse to render service or may discontinue service at any time, and from time to time, if the Customer's wiring or equipment in general is not in good operating condition, or if such wiring or equipment interferes in any way with the safe and economical operation of the Company's system.

As between the parties hereto, it is agreed that the delivery point is the boundary between the Company's property and the Customer's property. The Customer agrees to assume and reimburse the Company for all damages caused to persons or property on the Customer's side of the delivery point and the Company assumes a like obligation to Customer in respect to the Company's side of the delivery point. The Company shall not be in any way responsible for the transmission or control of said electrical energy beyond the aforesaid delivery point, which is the point of delivery to the Customer, and the Company shall not be liable for damages on account of injuries to persons or property resulting in any manner from the receipt, use, or application by the Customer of such electrical energy. The Customer agrees to keep its, his, or their machinery, lines, and apparatus in safe operating condition, and does hereby agree to indemnify and save harmless the Company on account of claims and for any damage whatsoever to persons or property resulting from, or which may be in any way caused by, or arise out of, the installation, operation, and maintenance of the machinery, lines, apparatus, and appliances belonging to the Customer.

The Customer shall allow the Company free access and entry to the Customer's property and premises for the purpose of reading meters, making inspection of and repairs to Company property, and for testing the volume and character of electric energy consumption. The Customer hereby agrees to convey to the Company such perpetual rights-of-way and tree trimming rights for transmission lines, and easements for such transformer substations, on, over, and across the Customer's property and premises as may be required for the purpose of rendering service to the Customer and to others who may be served from such transmission lines and substations.

NINTH: The obligations of the Company hereunder are dependent upon its securing and retaining the necessary rights, easements, privileges, franchises, permits, materials, and apparatus; and the Company shall not be liable to the Customer in the event it is delayed in the delivery of power, or is prevented from furnishing the service herein provided for, by its failure to secure and retain such rights, easements, privileges, franchises, permits, material and apparatus, and the service hereunder shall also be subject to all laws, rules and regulations under which the Company may from time to time be operating. In the event the Company is delayed in delivering power from any of the above causes, the time fixed for the commencement of the term of this agreement shall be extended for a period equal to such delay, and if the service is interrupted from injunction, strike, riot, invasion, flood, fire, accident, breakdown, or from maintenance of or repairs to its system, or any part thereof, or from cutting in new customers or from any cause beyond the Company's control, the Company shall not be liable to the Customer for such interruption but shall use its best efforts to restore the service and during such interruptions the Customer shall have the right to use such other power as may be available.

The obligations of the Company under the terms of this agreement are further dependent upon and subject to the conditions brought about by war, the necessities of war, or the demands of the United States Government, and the Company assumes no obligation hereunder to continue the delivery of any quantity of power when or in the event it is required to supply such power to the United States Government, or to any person, firm, corporation, business, or industry designated by the United States Government.

In the event the Customer shall make an assignment for the benefit of the Customer's creditors, or voluntary or involuntary proceedings in bankruptcy are instituted seeking to adjudge the Customer a bankrupt, or if the Customer be adjudged a bankrupt, or if the Customer's affairs be placed in the hands of any court for administration, or if the Customer shall fail to comply with the terms hereof, this agreement shall, at the Company's option, thereupon terminate and be at an end.

TENTH: The Customer hereby agrees to be bound by the service rules and regulations of the Company (when not in conflict with the terms of this contract) in effect during the period covered by this agreement.

ELEVENTH: A waiver of one or more defaults by either party hereto shall not be considered a waiver of any other or subsequent default by such party.

TWELFTH: This agreement shall not be binding upon the Company until it has been approved in writing, endorsed below, by an officer of the Company. All previous communications between the parties hereto, whether oral or written, with reference to the subject matter of this agreement, are hereby abrogated, and no modification hereof shall be binding unless it shall be in writing duly accepted by the Customer and approved by an officer of the Company. This agreement shall not be assigned by the Customer without the written consent of the Company.

ATTEST:

GULF POWER COMPANY

Secretary

By _____
Vice President

WITNESS AS TO CUSTOMER

By _____

Official Capacity