



OUTDOOR LIGHTING AGREEMENT (NON-METERED)

Lexington Electric System (hereinafter referred to as "LES") and the undersigned, (hereinafter referred to as the "Customer") mutually agree as follows:

1. **LES will furnish, install, and make all necessary connections at no initial expense to the Customer**, a quantity of _____ outdoor light(s) of the _____ type at locations designated by the Customer, provided secondary facilities exist.
2. **The Customer agrees to pay a monthly charge for each outdoor light included in this agreement.** The monthly outdoor lighting rate varies based on fluctuations in energy and fuel cost incurred by TVA. The rate schedule is published monthly on the LES website. The current monthly rate for the selected outdoor light type is \$_____ per month, per outdoor light.
3. **The Customer agrees to pay a monthly charge for each additional pole required to install the outdoor light(s) included in this agreement.** The monthly charge for each pole is fixed at the rate of \$2 per month for the term of this agreement. Outdoor lights installed on pre-existing LES-owned poles are not subject to this charge. Outdoor lights cannot be installed on poles or other structures not owned by LES.
This agreement includes _____ pole(s) subject to this monthly charge.
4. **The Customer agrees to pay a monthly investment charge if an additional transformer is required and used solely for outdoor lighting.** The monthly investment charge is fixed at the rate of \$2 per month, per transformer for the term of the agreement.
This agreement includes _____ transformer(s) subject to this monthly charge.
5. **The minimum term length of this agreement is twelve (12) months.** Customer requested outdoor lighting removal, changes to the outdoor lighting type, locations or pole location during the first twelve (12) months of this agreement will result in early termination of the agreement. **Early termination of this agreement will result in a charge equal to the number of months remaining in the agreement multiplied by the monthly rate at the time of alteration.**
In addition to the early termination charge, the Customer will be required to execute a new Twelve (12) month agreement for any outdoor light(s) remaining. Any poles relocated or removed at the Customer's request during the first twelve (12) months of this agreement are subject to an additional \$30 per pole charge.
6. **The Customer agrees that the outdoor lighting unit, component parts, poles, and conductors shall remain the property of LES and shall be removed at any time upon failure to pay charges set forth herein.** Outdoor lighting disconnected for non-payment will result in early termination of this agreement and charges as stipulated in item 5 will apply.
7. **The Customer agrees to notify LES if an outdoor light fails to operate properly, and LES will make a reasonable effort to repair within five (5) business days** of such notification
The Customer agrees to protect the unit from damage to the best of their ability.
8. **The foregoing rates are subject to revision by LES at any time based on the cost of providing and maintaining service.**

Signed: _____

Date: _____

Address: _____

Account#: _____

Agreement Secured By: _____