



GAINESVILLE REGIONAL UTILITIES

Rental Light Service Contract

This Rental Light Service Contract, made and entered into this [] day of [] 20[] by and between the CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), and

[] whose mailing address is [] and service address is []

shall hereinafter be referred to as "CUSTOMER". Collectively, Customer and GRU shall be referred to as the "Parties".

In consideration of the services agreed to be rendered, the parties agree as follows:

1) Length of Contract: (Check One Box)

A) New Rental Light Installation

This contract shall be for a minimum initial term of sixty (60) months from the commencement of service, and shall continue until terminated by the CUSTOMER providing thirty (30) days written notice and payment of any applicable Rental Contract Termination Fee(s) as outlined in the Gainesville Code of Ordinances. After the sixty (60) months, the contract shall become a month to month contract with no applicable Rental Contract Termination Fee(s).

B) Existing Rental Light Installation

Rental of an existing rental light installed for a previous customer. This contract shall be for an unspecified term on a month to month basis. The contract shall continue until terminated by the CUSTOMER with thirty (30) days written notice. The CUSTOMER shall not be responsible for payment of any contract termination fee(s) nor a contribution in aid of construction charge when service is terminated.

2) Special Orders: (To be completed by GRU)

Large quantities (10 or more) and certain luminaries and poles require a special order / purchase by GRU and an agreed Installation Date. If the CUSTOMER delays installation and/or site conditions are such that GRU is unable to construct the installation by the Installation Date, Customer shall be responsible and pay promptly when invoiced by GRU for all charges, including, but not limited to material cost, warehousing and storage cost, overheads and engineering cost accruing from the date of this agreement to the date of actual installation. If the GRU installation is completed on or before the Installation Date, no such additional charges will be due. Customer also agrees to commence payment of monthly rental light charges for the poles and light fixtures in accordance with prevailing rental light and pole charges from the agreed to Installation Date. All accrued charges due and owing to GRU must be paid in full before rental lighting service will be rendered. Therefore, the agreed to Installation Date between the CUSTOMER and GRU shall be [] with the allowance of a minimum of [] business days prior to this date for construction by GRU.

- 3) Quantity and Type of Fixtures: GRU shall supply, install and maintain pursuant to CUSTOMER'S request the below specified number of automatically controlled lighting fixtures on electric distribution type or lighting poles and shall deliver electric current thereto.
- 4) Cost in Aid of Construction: CUSTOMER also agrees to pay a contribution in aid of construction charge where estimated charges recovered over the sixty (60) month period of time are less than the installed cost of facilities by paying the difference in cost. All costs are paid up front before installation
- 5) Gainesville Code of Ordinances: CUSTOMER agrees to abide by the provisions of the Gainesville Code of Ordinances relating to the rental lights, including payment of all applicable charges, as may be amended from time to time.
- 6) Discontinuance of Service: GRU reserves the right to discontinue service without prior notice.
- 7) Ownership of Equipment and Facilities: The equipment and facilities installed by GRU shall remain the property of GRU.
- 8) Access to Equipment and Property: The CUSTOMER hereby grants to GRU the right to enter the CUSTOMER'S premises for the installation, maintenance and removal of such equipment and facilities twenty four (24) hours a day seven (7) days a week.
- 9) Repair of Equipment and Facilities: The CUSTOMER shall notify GRU of any burn-out or defect in lamps or equipment and replacement or repair of such shall be accomplished by GRU within seven (7) business days after notification by the CUSTOMER.
- 10) Damage to GRU Equipment: Damage to fixtures, lamps or equipment while in use on the CUSTOMER'S property will be replaced or repaired by GRU and GRU only with the cost thereof paid for by the CUSTOMER.
- 11) Relocation of Lights and Poles: If a CUSTOMER desires relocation of a light and or pole after being installed, a relocation charge will be made for the amount of labor, material, equipment and overheads involved.

I understand that this is a contract for the rental lighting service. I have read the terms and conditions on the back of this contract. By signing this contract for service, the entity on whose behalf I sign this contract, agrees to be bound by all the terms and conditions set out on the page titled "Contract for Rental Lighting Service-Terms and Conditions"

I certify that I have the authority to act on behalf of the entity named above, including but not limited to the authority to enter into this contract on behalf of this entity.

Signature: [] Title: [] Date: []

Printed Name: [] Ph: [] Email address: []

*GRU will not sell or distribute email addresses obtained from our customers. However, this is public information and we may be required to disclose public records in response to requests.

CONTRACT FOR RENTAL LIGHTING SERVICE TERMS AND CONDITIONS

1. Customer agrees to pay for rental light services furnished according to the existing rate schedule or any applicable rate schedule subsequently adopted.
2. Customer understands and agrees that an unpaid balance of any account of customer may be transferred to this or any utility account of customer for immediate payment.
3. Customer agrees to abide with all applicable City ordinances, policies and procedures dealing with rental light service, whether inside or outside of the corporate limits of the city.
4. Customer agrees to pay additional charges equal to the cost of collection, including collection agency, attorney's fees and court costs if this amount is placed in the hands of any agency or attorney for collection or legal actions because of default in payment of any amount due.
5. Customer agrees to indemnify, hold harmless and defend the City from and against any and all liability and loss in any manner directly or indirectly growing out of transmission and use of electrical energy, gas, telecommunication, water or wastewater by customer at or on the customer's side of the point of delivery or connection.
6. Customer understands and agrees that the use of a digital or an electronic signature on this contract is considered to be the same as a "wet ink" signature and binds the customer to all terms and conditions herein listed, the same as if the application were signed with pen and ink.
7. Customer is defined as the business entity, on whose behalf the rental lighting service is requested and in whose name the account will be held, or the person or sole proprietor requesting rental lighting service in his/her own name.
8. Agents signing the application on behalf of principles hereby represent and warrant that they are authorized to execute the application and agree they will be jointly and severally liable with their principles under the terms of this contract.

CONTACT INFORMATION

For more information regarding rental lighting service, lights/poles available for rental or questions about this contract, contact the Customer Service Department, by telephone at (352) 334-3434 or toll-free 1-800-818-3436, by fax at (352) 334-3149, by email at www.gru.com or businesscenter@gru.com or by writing to GRU Customer Service, Station A-110, PO Box 147051, Gainesville, FL 32614-7051. Our office is located at 301 SE 4th Ave, Gainesville, FL 32601.

FOR OFFICIAL USE ONLY

SO# Contract Account# Contract Effective Date:

GRU Representative:

QUANTITY	LIGHT TYPE	QUANTITY	POLE TYPE