



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 the "CUSTOMER." Collectively, the 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:

[] New Rental Light Installation

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

[] Special Orders: (To be completed by GRU)

Special orders are large quantities (10 or more), or luminaries and poles requiring 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, the 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, and 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. The CUSTOMER also agrees to pay 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 is rendered. Therefore, the agreed upon installation date between the CUSTOMER and

GRU shall be [] (date) with the allowance of a minimum of [] (# of days) business days prior to this date for construction by GRU.

- 3) Quantity and Type of Fixtures: GRU shall supply, install and maintain the CUSTOMER's specified number of automatically controlled lighting fixtures, and shall deliver electric current thereto.
4) Cost in Aid of Construction: The CUSTOMER also agrees to pay a contribution-in-aid-of-construction charge where estimated charges recovered over the 60-month period 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: The 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 changed from time to time.
6) Discontinuance of Service: GRU reserves the right to discontinue service without prior notice.
7) Ownership of Equipment and Facilities: GRU owns all of the equipment and facilities installed.
8) Access to Equipment and Property: The CUSTOMER hereby grants GRU the right to enter the CUSTOMER's premises for the installation, maintenance and removal of such equipment and facilities 24 hours a day, seven days a week.
9) Repair of Equipment and Facilities: The CUSTOMER shall notify GRU of any burnout or defect in lamps or equipment, and replacement or repair of such shall be accomplished by GRU within seven business days after notification.
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 only, with the cost thereof paid for by the CUSTOMER.
11) Relocation of Lights and Poles: If the CUSTOMER wants to move a light and/or pole after being installed, a new 60-month contract is required..

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.

Electronic Signature: [] Title: [] Date: []
Phone: [] Email address: []

CONTRACT FOR RENTAL LIGHTING SERVICE TERMS AND CONDITIONS

1. The CUSTOMER agrees to pay for rental light services furnished according to the existing rate schedule or any applicable rate schedule adopted subsequently. Rates do not include taxes or fuel adjustments.
2. The CUSTOMER understands and agrees that an unpaid balance of any account of applicant may be transferred to this or any other utility account of applicant for immediate payment.
3. The CUSTOMER agrees to abide by all applicable City ordinances, policies and procedures dealing with rental light service as may be amended from time to time, whether the rental light service is inside or outside the corporate limits of the City.
4. The 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. The CUSTOMER agrees to indemnify, hold harmless and defend the City from and against any and all liability or loss in any manner directly or indirectly growing out of the transmission and use of electrical energy, gas, telecommunication, water or wastewater by applicant at or on the applicant's side of the point of delivery or connection.
6. The 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 electronic signature is the same as if the application were signed with pen and ink.
7. The CUSTOMER is defined as the owner/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 principals 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.
9. The CUSTOMER acknowledges, understands and agrees that if payment of monthly bills is unsatisfactory, the City may require a new or additional deposit at any time to secure payment of current bills. If the additional deposit is not paid, service may be denied or discontinued, as appropriate.
10. The rates for rental outdoor lighting service includes a recovery of installation, removal, maintenance, and materials costs ("Lights & Poles" charges). The CUSTOMER agrees that in the event that rental outdoor lighting facilities are removed, either at the request of the Customer or through agreement termination or breach, the Customer shall be responsible for paying to GRU the remaining current Lights & Poles charges of the initial term.

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 at 1-800-818-3436, by email at rentallight@gru.com or by writing to GRU-Rental Lights, Station E2-C, PO Box 147051, Gainesville, FL 32614-7051. Visit gru.com/rentallightservice for more information.

FOR OFFICIAL USE ONLY

SO# Contract Account# Contract Effective Date:

GRU Representative:

QUANTITY	LIGHT TYPE	QUANTITY	POLE TYPE