

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Project # LP60592

Customer Legal Name NORTHWIND HOA INC DBA _____

Service Address 13006 NORTHWIND DR NORTHPORT AL 35475 County Tuscaloosa - AL

Mailing Address 13006 NORTHWIND DR NORTHPORT AL 35475

Email tpryor@ua.edu Tel # 205-765-7091 Alt Tel # _____

Tax ID# XXX-XX-0424 Business Description Residential Property Man

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 13780-37025

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	211	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$45.79	\$6.67	\$52.46

Prepaid Amount	\$0.00
Initial Term	60 months

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Install LED Area Fixture producing 27001-34000 lumens and associated equipment.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joseph Edmondson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (“**Agreement**”) states the agreed terms and conditions upon which **Alabama Power Company (“APC”)** will provide lighting service and, where APC deems necessary, related electric service (collectively “**Service**”) to the Customer identified on page 1 of this Agreement (“**Customer**”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “**Premises**”). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “**APC Assets**”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the “**Commission**”) at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “**APC Activity**”). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service (“**Installation**”). Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity (“**Unforeseen Condition**”). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an “as is” and “as available” basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer; Damages.** **APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any APC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.**
11. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, “including” means “including, but not limited to.” Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective