HOLLY SPRINGS UTILITY DEPARTMENT Acct# _____
HOLLY SPRINGS, MS 38635

OUTDOOR LIGHTING CONTRACT

THIS CONTRACT, made this_____day of_____, 20_____ by and between _____, hereinafter called "Customer" and THE CITY OF HOLLY SPRINGS ELECTRIC DEPARTMENT, with offices at Holly Springs, Mississippi, hereinafter called the "Distributor".

WHEREAS, the customer has applied to the Distributor for outdoor lighting service at _____

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Distributor will install_____, _____ watt_____ lights with photo electric controls at locations agreed upon between Customer and Distributor. Any engineering drawings or sketches as may be required will be attached hereto and made a part of this agreement. The monthly charge per lighting fixture is based on rated Kwh values, facility charges and pole charges established by TVA. The rate per Kwh, facility charge and pole charge will be subject to change from time to time as the TVA Rate Schedule is changed. Sales tax will be charged where applicable.

2. Distributor will own, operate, and maintain the equipment necessary to provide the lighting service, and title to the equipment will remain in the name of the Distributor. Customer agrees that premises of the Customer to operate, maintain, relocate or remove its equipment or property.

3. The Customer and Distributor agree that in ease of trouble with the lighting provided herein that a reasonable time will be given for the maintenance of the lighting service. Three (3) working days will be considered a reasonable period of time after notice is received at the office.

4. The Customer agrees to keep the outdoor lighting service provided under this agreement for a period of three (3) years and thereafter until canceled by writer notice given by either party to the other at least thirty (30) days in advance. This contract may be canceled by mutual agreement between both parties within the initial three (3) year period provided the Customer shall pay as a lump sum the Distributor all facility and pole charges in effect at the time of cancellation for the remainder of the contract period. In the event Customer may desire replacement of the equipment provided in this contract with equipment of different wattage or type, cancellation payment as stated above shall apply.

5. This contract shall insure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and assignees of the parties hereto, but is not assignable by the Customer without written consent of the Distributor.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the day and year first above written. *NOTE: A $25.00 CONNECTION FEE WILL BE ADDED TO INITIAL BILL ONLY.

_____ _____

Customer's Signature Date

_____

Representative of HSUD