

# Clearwater Power Company Outdoor Security Lighting Service Agreement

THIS Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between CLEARWATER POWER COMPANY, hereinafter called the **COOPERATIVE**, and \_\_\_\_\_, hereinafter called the **MEMBER**.

**WITNESSETH:**

1. This Agreement shall become effective on the date service is installed hereunder by the COOPERATIVE and shall remain in effect for a period of two years and thereafter until terminated by either party giving to the other not less than one (1) month notice.
2. The Cooperative agrees to install and maintain the following lighting unit(s):  
\_\_\_\_\_ Watt lighting unit at Pole # \_\_\_\_\_.  
\_\_\_\_\_ Watt lighting unit at Pole # \_\_\_\_\_.  
\_\_\_\_\_ Watt lighting unit at Pole # \_\_\_\_\_.
3. The COOPERATIVE will furnish and install a lighting unit(s) with all necessary attachments at a location suitable to both the MEMBER and the COOPERATIVE.
4. The COOPERATIVE will make all electrical connections and furnish electricity for the lighting unit(s) which shall be controlled by a photocell.
5. The MEMBER will pay for the foregoing service in accordance with the applicable rate schedule and any revisions thereof.
6. The COOPERATIVE will furnish and maintain lighting unit(s) at no additional expense to the MEMBER. All maintenance will be performed at the earliest convenience of the COOPERATIVE.
7. The MEMBER will allow authorized representatives of the COOPERATIVE to enter upon the MEMBER's premises to trim trees and shrubs as necessary for maintenance of the lighting unit(s) and for removal of the lighting unit(s) upon termination of service under this Agreement.
8. The MEMBER will exercise all possible precaution in protecting the lighting unit(s) from damage. The MEMBER shall own the property on which the lighting unit(s) is installed.
9. It is understood that the lighting unit(s) as installed remains the property of the COOPERATIVE and may be removed at the discretion of the COOPERATIVE if the MEMBER fails to keep any of the conditions stated in this Agreement.
10. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto, including, but not limited to, any other person, whether or not a Member of the COOPERATIVE, other than the MEMBER signing this Agreement, who receives electric energy from the COOPERATIVE at the above-described location under the provisions of this Agreement.
11. The parties further specifically agree that this Agreement shall be deemed to be a covenant running with any real property interest of the MEMBER in the above-described location and that as either a covenant or condition, this Agreement shall be binding upon any successor or assignee of the MEMBER's interest in and to the above-described location whether said interest be real or personal.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

**MEMBER**

**COOPERATIVE**

\_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ Work Order # \_\_\_\_\_

Title \_\_\_\_\_ Service Map Loc \_\_\_\_\_ Account # \_\_\_\_\_