

Southwest Mississippi Electric Power Association  
Lighting Agreement

Southwest Mississippi Electric Power Association, hereinafter called the Association, and the undersigned, hereinafter called the Member, hereby mutually agree as follows:

1. The Association agrees to furnish and install a lighting unit on a pole owned by the Association at a location agreeable to both parties. The Association will provide the electrical service to the unit and furnish electricity to be used by the unit which shall be controlled by a photo electric switch. If a pole is required for the installation of the lighting unit, the pole installed will be a thirty-(30) foot wood pole. If additional height is requested or a pole other than wood is requested, the Member will be required to pay the additional cost of the pole requested prior to installation and incur the recurring charges as outlined below. These charges may be adjusted by the Association at any time.
2. The Association agrees to maintain the lighting unit and repair the lighting unit at no expense to the Member after the Association has been officially notified by the Member of needed maintenance. Official notification requires that the Member contact a Customer Service Representative either in person or by telephone and request a service order be generated to schedule the maintenance. Upon request by the Member, the charge for the lighting unit will be waived for a period of one month if the lighting unit is not repaired within 15 days of notification.
3. The Member agrees to furnish the location for the unit, to permit the trimming of trees and shrubs necessary for installing conductors and the lighting unit, and to pay the Association for the service at the current rate specified below. If at any time the Association makes an adjustment of the charge for lighting units, whether an increase or decrease, the new charge shall apply to the service under this contract.
4. It is mutually agreed that the lighting unit, conductor, and poles installed shall remain the property of the Association.
5. If at any time during the initial twelve month period the Member elects to have the lighting unit removed from service, the Member agrees to pay as set forth in Section 3 of this Agreement for the remaining months.
6. The Member agrees to protect the lighting unit from damage so far as Member is able.
7. The lighting unit, together with poles and conductors, may be removed from the Member's premises at any time by the Association if the Association chooses to discontinue this service, the Member fails to pay as set forth in Section 3 of this Agreement, or the lighting unit is repeatedly damaged by acts other than nature.
8. This Agreement will be binding for any additional lighting units requested by the Member after the date executed below.

Member: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Member Account No: \_\_\_\_\_ Date Lighting Unit(s) Requested: \_\_\_\_\_

Agreement Secured By: \_\_\_\_\_

**Lighting Unit Descriptions and Rates (Effective 10/01/09)**

Type of Lighting Unit	Initial Fee	Recurring Monthly Rate	Recurring Monthly Rate w/ Pole
100 Watt HPS Security Light	No Charge	\$7.55	\$8.25
400 Watt Flood Light	No Charge	\$18.00	\$18.70
1000 Watt Flood Light	No Charge	\$37.50	\$38.20
100 Watt Designer Light w/ 20' Fiberglass Pole		N/A	\$14.00
250 Watt Designer Light w/ 30' Fiberglass Pole		N/A	\$20.00
Existing Unit Relocation or adjustment on existing pole(s)	\$25	N/A	N/A
Lighting Pole Relocation Charge	\$100 Min.	N/A	N/A
Security Light replacement with new style unit (per customer request)	\$50	N/A	N/A