

**GULF POWER COMPANY**  
**STANDBY SERVICE AGREEMENT**

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Gulf Power Company, a corporation organized and existing under the laws of the State of Florida and engaged in the generation, transmission, and distribution of electric power, its successors and assigns (hereafter called "the Company" or "Company"), and \_\_\_\_\_, its successors and assigns located at \_\_\_\_\_ (hereafter called "the Customer" or "Customer").

WHEREAS, the Customer has executed a Contract for Electric Power, and

WHEREAS, the Customer has electrical generation capacity capable of providing at least a portion of the Customer's electrical requirements, and

WHEREAS, the Customer has requested, or is required, to take Standby Service which consists of either Back-up electric service, or Maintenance electric service, or both, and

WHEREAS, the Customer's total electrical requirements are, and for the duration of this contract will be, satisfied by the Customer's generation and the Customer's purchases from the Company, which purchases may include Standby Service and other types of electric service which the Company may provide.

Now therefore, for and in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

FIRST: This agreement is in addition to and supplements the Standard Form of Contract for Electric Power and the Standby Service Interconnection Agreement executed by and between the parties contemporaneous herewith.

SECOND: During the term of \_\_\_\_\_ years beginning the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and continuing thereafter until terminated by mutual agreement or at least twenty-four (24) months prior written notice by either party to the other of its intention to terminate this agreement, the Company shall maintain sufficient electrical capacity and equipment to enable it to deliver to the Customer Standby Service power in the form of three (3) phase alternating current at a frequency of approximately sixty (60) Hertz and at approximately \_\_\_\_\_ volts.

THIRD: The amount of Standby Service Capacity (BC) required to be maintained by the Company is \_\_\_\_\_ kilowatts (KW). The Company is under no obligation to provide Standby Service Capacity in an amount greater than the net effective capability of the Customer's generation capacity. In the event of a bona fide change in the customer's standby requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by

mutual agreement. Any such change in Standby Service Capacity (BC) will not effect the duration of this contract except by mutual agreement of the parties.

FOURTH: The Customer will pay the Company for Standby Service in accordance with the charges, provisions, terms, and conditions of the Company's Rate Schedule SS, Standby Service, and abide by all applicable requirements of such rate schedule. A copy of the Company's presently approved Rate Schedule SS is attached hereto as Exhibit "A" and made a part hereof. To the extent any charge, provision, term, or condition is added to, modified within, or deleted from Rate Schedule SS and the same is approved by the Florida Public Service Commission, such addition, modification, or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present Rate Schedule SS.

FIFTH: The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand (KW) and energy (KWH) supplied by the Company, and (2) the gross demand (KW) and energy (KWH) output of the Customer's generation equipment. The Company shall install, operate, and maintain all metering equipment described above. The Customer shall pay for all necessary costs incurred by the Company in performing such installation, operation, and maintenance of all metering equipment described above. The Company shall retain ownership of all metering equipment.

The Customer shall allow the Company free access and entry to the Customer's property and premises for the purpose of reading meters, making inspection of and repairs to Company property, and for testing the volume and character of electric energy consumption.

SIXTH: All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

FOR CUSTOMER:

FOR COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEVENTH: This agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This agreement shall not be assigned by the Customer without the written consent of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day  
and year first above written.

FOR THE CUSTOMER:

Witnesses:

\_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_

its \_\_\_\_\_

Attest: \_\_\_\_\_

FOR THE COMPANY:

Witnesses:

\_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_

its \_\_\_\_\_

Attest: \_\_\_\_\_