

**GULF POWER COMPANY**  
**CONTRACT FOR ELECTRIC SERVICE FOR RESALE**  
**Form 2**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between GULF POWER COMPANY, hereinafter referred to as the "Company", a corporation organized and existing under and by virtue of the laws of the State of Florida and \_\_\_\_\_ hereinafter referred to as the "Consumer", an electric membership corporation organized and existing under and by virtue of the laws of Florida.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows: namely:

Terms:

1. The Company agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and receive from the Company, all of the electric energy, as hereinafter described, which the Consumer may require during the term of this agreement.

Service:

2. The electric energy to be supplied by the Company hereunder shall be what is commonly known as alternating current of approximately 60 cycles per second three phase, \_\_\_\_\_ wire, and delivered and metered at approximately \_\_\_\_\_ volts.

3. The Company agrees to deliver \_\_\_\_\_ kilovolt-amperes of said electric energy at \_\_\_\_\_

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

Switching Station:

4. The Company shall install, own, and maintain all switching and protective equipment which may reasonably be necessary to enable the Consumer to receive and use the electric energy hereunder at line voltage and to protect the system of the Company. In no event shall there be a differential of more than 25% between the current flowing in any two phases at the time of the Consumer's maximum monthly demand. If such a differential of more than 25% shall occur, then the Consumer agrees to correct such excessive differential within 60 days after receipt of written notice from the Company.

The Company shall install, own, and maintain the necessary meters and metering equipment, and make all final connections to its system at the point of delivery.

Rate:

5. The Consumer hereby agrees to pay to the Company monthly for each month during the term of this contract, and every renewal thereof, for electric energy delivered to the Consumer by the Company at the rates and under the terms and conditions set forth in Schedule "RA" attached to and made a part of this Agreement.

Payment of Bills:

6. Meters shall be read by a representative of the Company regularly at intervals of approximately thirty (30) days, and bills for energy furnished hereunder shall be rendered by the Company to the Consumer monthly. Payment for all electric energy which shall be delivered under the provisions of this contract shall be payable at the office of the Company in the State of Florida within fifteen (15) days after the bill therefor shall have been mailed to the Consumer. If such due date falls on a Sunday or a holiday, the bill shall be due on the next day following such Sunday or holiday.

Meter Adjustments:

7. Each meter used in determining the demand for or amount of electric energy supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Company at intervals of not to exceed twelve (12) months. If a meter shall be found incorrect or inaccurate, it shall be restored to an accurate condition or a new meter shall be substituted.

8. The Consumer shall have the right to request that a special meter test be made at any time. If any test made at Consumer's request discloses that the meter tested is registering correctly, or within 2% of normal, Consumer shall bear the expense of such test. The expense of all other tests shall be borne by the Company.

9. The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every test shall be furnished immediately to the Consumer. Any meter tested and found to be not more than 2% above or below normal shall be considered to be correct and accurate insofar as correction of billing is concerned. If, as a result of any test, any meter is found to register in excess of 2% either above or below normal, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond ninety days previous to the day on which inaccuracy is discovered by such test.

10. For any period that a meter is found to have failed to register, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation to be agreed upon by the parties hereto during which such meter was in service and operating.

Construction Standards:

11. The Consumer agrees that it will maintain unity power factor as nearly as practicable, and further agrees to construct and maintain its distribution lines in accordance with REA requirements but not less than specifications at least equal to those provided by the National Electric Safety Code of the United States Bureau of Standards.

Right of Access:

12. Each party will give all necessary permission to each other to enable the agents of the other party to carry out this contract, and will give each other the right by their duly authorized agents and employees to enter the premises of the other at all reasonable times for the purposes of reading or checking meters; for inspecting, testing, repairing, renewing or exchanging any or all of its equipment which may be located on the property of the other; or performing any other work incident to rendering the service hereby contracted for.

Continuity of Service:

13. In the event that the Company is delayed in the delivery of electric energy herein contracted for by strike, riot, invasion, fire, flood, explosion, breakdown, act of God, or the public enemy, or any cause beyond its control, the time fixed for the commencement of delivery of electric energy hereunder shall be correspondingly extended. The Company shall not be liable to the Consumer hereunder, nor shall the Consumer be liable to the Company hereunder, by reason of failure of the Company to deliver, or the Consumer to receive electric energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God or the public enemy, interruptions incident to the construction or repair of the Company's facilities but such service interruption periods shall be mutually agreed upon in advance by the parties hereto, or other acts beyond the control of the party affected, it being the intention of each party to relieve the other of the obligation to supply energy or to receive and pay for energy when, as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the electric energy herein contracted to be delivered or received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing hereunder contained shall be construed as permitting the Company to refuse to deliver, or the Consumer to refuse to receive electric energy after the cause of interruption has been removed.

14. The Company does not guarantee that the supply of electric energy hereunder will be free from interruption, and it is agreed that interruption of the Company's service, occasioned by any of the causes mentioned in the foregoing paragraph, shall not constitute a breach of this contract on the part of the Company, and the Company shall not be liable to the Consumer for damages resulting therefrom. In the event of interruption to service the Company will restore the service as soon as it can reasonably do so, and will at all times exert itself toward the end of supplying as nearly constant service as is reasonably practicable. In case of impaired

Continuity of Service: (continued)

or defective service, the Consumer shall immediately give notice to the nearest office of the Company by telephone, confirming such notice in writing on the same date such notice is given.

Liability for Damage:

15. The electric energy supplied under this Agreement is supplied upon the express condition that after it passes the metering equipment of the Company, or other point of delivery, it becomes the property of the Consumer and the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Consumer's premises, or elsewhere, after it passes the point of delivery to the Consumer, except where such loss or damage shall be shown to have been occasioned by negligence of the Company, its agents or employees in operating and maintaining the Company's property used in supplying service hereunder. The Consumer agrees to keep its lines, apparatus, appliances and all other equipment in a safe condition and will and does hereby agree to indemnify and save harmless the Company from the payment of any sum or sums of money to any person whomsoever, including attorney's fees and court costs, which it may be called upon to pay on account of damages to property or fatal or personal injuries to individuals resulting from or which may be in any way caused by the condition, operation and maintenance of the lines, apparatus, appliances and other equipment belonging to the Consumer. Provided, however, that this agreement to indemnify and save harmless the Company shall not apply to damages or injuries caused or contributed to by the negligence of the Company.

It is understood and agreed that the Consumer will deliver to the Company, at least fifteen (15) days prior to the beginning of service hereunder, a certified copy or duplicate original of an insurance policy, issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting an indemnifying the Company and the Consumer against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the service rendered to or by the Consumer, as follows:

(a) Public liability insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$25,000 for injuries, including wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than \$50,000 for injuries, including wrongful death to two or more persons on account of one accident.

(b) Property damage insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$10,000 to cover damages to one person's property or arising out of any one accident for injuries to more than one person's property.

Liability for Damage: (Continued)

The Consumer agrees to pay all premiums and other charges due on said policies and keep said policies in force during the entire life of this contract. Provided, however, that the Company agrees to pay that part of the premiums on the above policies which is in excess of the amount that the Consumer would be charged if it were the sole beneficiary thereunder.

Duplication of Facilities:

16. Neither party shall duplicate the other's facilities except insofar as such duplication shall be necessary in order to transmit electrical energy between unconnected points on its lines. When such duplicating facilities are so constructed they shall not be used by the party owning them to serve existing customers served by or prospective customers immediately adjacent to the existing facilities of the other party. Neither party shall distribute or furnish electrical energy to anyone who, at the time of the proposed service, is receiving electrical service from the other party, or to any farm, residential or commercial customer whose premises are capable of being served by the existing facilities of the other without extension of its distribution system beyond a distance of two-tenths of a mile; provided, however, the Company shall have the right to serve direct any unserved or new customer, having a demand of 150 kilovolt-amperes or more.

Resale:

17. The electric energy purchased by the Consumer from the Company shall be distributed by the Consumer solely to ultimate users and such energy shall not be sold or offered for sale by the Consumer to any person, firm, municipal or other corporation or association for subsequent resale without written consent of the Company.

Service to Towns:

18. Neither the Consumer nor the Company shall furnish or offer to furnish electric energy to any premises within the limits of an incorporated town in or to which the other supplies such service, except where the other refuses to furnish such service, or where it is mutually agreed in writing that the Consumer or the Company may furnish such service.

Discontinuance of Service:

19. Whenever the Consumer has violated any of the terms of this contract, or has failed to pay any bill accruing under this contract on or before the fifteenth day after the due date of such billing, the Company may discontinue the supply of electric energy, provided at least fifteen (15) days written notice has been given of such intention to discontinue the service, unless the Consumer shall correct such violation or shall pay such bill, before the expiration of such fifteen (15) days notice.

Term of Agreement:

20. This Agreement shall become effective on the date first above written, or in the case of a new connection on the date of connection of the system of the Company to the system of the Consumer, and shall remain in effect for a period of five years from the said date and thereafter, from year to year, unless and until at least six months prior to the expiration of the initial five year period, or any subsequent year, either party shall notify the other in writing of its desire to terminate the Agreement on the expiration of the period or year.

Term of Agreement: (continued)

21. All previous communications between the parties hereto, both verbal and written, with reference to the subject matter of this Agreement, will be abrogated when the parties execute this Agreement, and no modification hereof shall be binding unless it shall be in writing duly accepted by the Consumer and approved by an officer of the Company.

IN WITNESS WHEREOF: The Parties hereto have caused this instrument to be executed by their respective authorized officials.

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

GULF POWER COMPANY  
By: \_\_\_\_\_  
President