



### FLO1 LIGHTING SERVICE AGREEMENT

Customer Information:  
BORDEAUX VILLAGE ASSOC II  
RANDALVALLEE@GMAIL.COM

Project Information:  
13601 FRIGATE CT CARPORT L  
CLEARWATER Florida 33762

..

Account Number:  
9101 4699 2931

Work Order Number:  
53385857

Duke Energy Representative Contact Info:  
Jarett Cox

This Lighting Service Agreement is hereby entered into this 3rd day of September, 2024, between Duke Energy (hereinafter called the "Company") and BORDEAUX VILLAGE ASSOC II (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative \_\_\_\_\_

Date Signed \_\_\_\_\_

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years (0) Months	0.00	0.00	49723.69	49723.69	0.00
10 Years (120) Months	426.00	0.00	0.00	51120.00	426.00

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	013	Light Fixture Mitchell Top Hat with Ribs, Bands, and Me	18.24	1.39	1.61	21.24	276.12
I	001	Light Pole Victorian II Concrete 16ft long Black 3in te	12.49	0.00	0.00	12.49	12.49
I	011	Light Pole Victorian II Concrete 16ft long Black 3in te	12.49	0.00	0.00	12.49	137.39
<b>Rental, Maintenance, F&amp;E Totals:</b>			\$387	\$18.07	\$20.93		
<b>Estimated Change to Base Monthly Charge Total</b>							<b>\$426</b>

One Time Charges			
Quantity Required	One Time Charge Description	Unit Price	Sub-Total
001	CIAC <i>Ex: Includes Construction Costs or possible Early Termination charges for removals</i>	49723.69	49723.69
<b>Total Estimated One Time Amount</b>			<b>\$49,723.69</b>

**DA Note: REMAINING TOTAL COST = (INITIAL TERM) - (# OF MONTHS BILLED) \* (INITIAL MONTHLY COST)**

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



**Outdoor lighting Terms and Conditions**

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

**Rate per Month:**

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

*\*\*Charges are normally revised on an annual basis.*

**Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**THE CUSTOMER AGREES:**

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

**IT IS MUTUALLY AGREED THAT:**

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



## PROPERTY DAMAGE RELEASE AND LIABILITY WAIVER

I, \_\_\_\_\_, do hereby certify that I will clearly expose, identify, locate and mark all of my above ground and below ground facilities prior to excavation by Duke Energy Florida and/or its agents. For purposes of this agreement, the use of the terms "expose", "Identify", "locate" and "mark" and words of similar meaning and effect shall include placing, at least 48 hours prior to construction by Duke Energy Florida or its agents, paint, flags, stakes and other means of identification on the ground that are reasonable identifiable, stable and recognizable for at least ten (10) days. Please check any that apply to your property and the proposed excavation route:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Well   | <input type="checkbox"/> Sewer Laterals          | <input type="checkbox"/> Wires to Buildings  |
| <input type="checkbox"/> Water Lines  | <input type="checkbox"/> Septic Systems          | <input type="checkbox"/> Yard Lights         |
| <input type="checkbox"/> Sprinkler Systems  | <input type="checkbox"/> Drain Fields            | <input type="checkbox"/> Communication Lines |
| <input type="checkbox"/> Driveways  | <input type="checkbox"/> Drain tiles/Down Spouts | <input type="checkbox"/> LP or Fuel Lines    |
| <input type="checkbox"/> Sidewalks  | <input type="checkbox"/> Decks or Outbuildings   | <input type="checkbox"/> Invisible Fences    |
| <input type="checkbox"/> Property Stakes  |  |  |
| <input type="checkbox"/> Other, please describe or indicate any other obstacles to the excavation |  |  |

\_\_\_\_\_, understands that he or she is responsible for removing all obstructions from the route along which the Duke Energy Florida facilities are to be installed. I also certify that I am the owner or the authorized representative for the property identified below, and that I have read and understand this release and liability waiver. I furthermore agree to hold Duke Energy Florida and/or its agents harmless for any damage occurring as a result of my failure to properly expose, identify, locate or mark the privately owned utilities and will not hold Duke Energy Florida or its agents responsible for any damages to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of Duke Energy Florida facilities.

Duke Energy Florida and/or its agents will not be responsible for providing gravel when an underground line is installed in, under or in close proximity to driveways or other property ingresses or egresses. Further, Duke Energy Florida, and/or its agents will not be responsible for raking, re-seeding, and/or placement of straw in the yard following the excavation.

Service Address: \_\_\_\_\_

**I have read and understand this liability waiver.**

Name of Property Owner or Authorized Representative (Print):

\_\_\_\_\_

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

Duke Energy Florida/Contractor Representative:

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

