



OUTDOOR LIGHTING AGREEMENT  
(California Schedule OL-1)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Liberty Utilities (CalPeco Electric) LLC, a California corporation, of South Lake Tahoe, California, hereinafter referred to as ("Liberty Utilities" or "Utility"), and \_\_\_\_\_ of \_\_\_\_\_ County, California, hereinafter referred to as "Applicant(s)".

WITNESSETH

WHEREAS, Utility is a public utility engaged in the generation, transmission, distribution and sale of electrical energy within its service area California; and

WHEREAS, Applicant(s) desire(s) the installation and service of certain outdoor lights commonly known as "Night Guard Lighting" at \_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Utility will install and maintain all necessary facilities and equipment on Applicant(s) premises. The premises and the extent, nature and location of the facilities and equipment thereupon are more particularly described in Exhibit A which is attached hereto and made a part hereof by reference. The original cost of such facilities and equipment is \$ \_\_\_\_\_.

2. The service provided hereunder shall be for a minimum of three years from the date above first written.

3. This agreement shall bind and benefit the successors and assigns hereto. Applicant(s) may assign his (their) interests in this agreement only upon receipt of written consent of Utility.

4. Applicant(s) hereby grant(s) to Utility all necessary easements and rights-of-way for the installation, operation, maintenance, repair and replacement of facilities required hereunder, or any portion thereof, and Applicant(s) further agrees hereby to execute in the name of Utility such other and further grants, conveyances, deeds, or other documents together with such other easements and rights-of-way as may be deemed necessary by Utility to protect or effectuate the rights herein granted to it or protect such rights of record. If any portion of said facilities will be located on property other than that of Applicant(s), Utility shall not be obliged to commence installation and service unless and until permanent rights-of-way therefore are granted to Utility that are satisfactory to Utility both as to location and form of document and without cost to it.

5. This agreement has been made by the Utility pursuant to its rates, rules and regulations governing all matters contained herein, filed with and approved by the regulatory commission having jurisdiction, and this agreement is subject to any changes or modifications as said commission may from time to time direct in the exercise of its Jurisdiction.

6. All facilities constructed hereunder shall become property owned, maintained and controlled by the Utility.

7. It is agreed by the parties hereto that the Applicant(s) is (are) not in any way an agent, representative, employee or contractor of the Utility and that at all times during the course of construction Applicant(s) further agree(s) to save harmless Utility from any and all claims that may arise as the result of any alterations done by Applicant(s).

8. The parties hereto expressly agree that If, for any reason whatsoever, Applicant(s) terminate service prior to the end of the three-year period provided for In Section 2 hereof and another party does not continue payment for services rendered on an as-is basis, Applicant(s) shall pay the lesser of the following to Utility:

a. The unpaid installments of the three-year period; or

b. The cost of the original installation including costs of installed equipment, plus the cost incurred in removing said equipment minus the salvage value of the equipment; or

c. The cost incurred by Utility to rearrange the equipment on the premises if required by a second party desiring "Night Guard Lighting."

9. This document is the full understanding of the parties hereto and no term or condition not set forth herein shall be considered a part of this agreement.

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

Applicants

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Utility

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