

PIONEER ELECTRIC COOPERATIVE, INC.
YARD LIGHT CONTRACT

Agreement made this _____ day of _____, 200__ by and between Pioneer Electric Cooperative, Inc., (hereinafter called the "Cooperative"), and _____ (hereinafter called the "Member") for a yard light to be installed at Account Number _____.

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

1. **MEMBERSHIP:** If not already a member, the Consumer will become a member of the Cooperative by paying a membership fee and will be bound by the Cooperative's "Terms and Conditions for Electric Service", and applicable rates as modified from time to time.
2. **FACILITIES:** The Cooperative will install and maintain a yard light with a minimum initial lumen output of 6000 at the location specified by the Member. The light will be installed on an existing pole or a new pole if no pole exists near the location desired by the Member.
3. **CONTINUITY OF SERVICE:**
 - (A) The Cooperative will use reasonable diligence to provide for continued and uninterrupted operation of the light. If the light should fail, be interrupted or become defective through an act of God, governmental authority, action of the elements, public enemy, accident, labor trouble or strikes, faulty equipment for any other causes beyond the reasonable control of the Cooperative, the Cooperative shall not be liable for any damages caused thereby.
 - (B) It shall be the Member's responsibility to notify the Cooperative should the light cease to work. If the Cooperative is unable to repair or replace the light within four (4) working days after the reported failure, a credit of 1/30 of the monthly charge per day for all days above four (4) will be given the Member upon request
 - (C) It shall be the Member's responsibility to protect the light from intentional damage arising from vandalism. The Cooperative reserves the right to bill the Member for the cost of repair or replacement of the light when repeatedly damaged by vandalism. Also, Members shall not attach any object to the pole.
4. **RIGHT OF ACCESS:** The member grants to the Cooperative a right-of-way for its use in constructing and maintaining the electric service and any necessary appurtenances thereto. The right-of-way shall include a space not less than ten (10) feet in width beginning at the desired point of delivery and extending to the nearest utility line with adequate capacity. The Member grants to the Cooperative the right to cut, trim or control by chemical means any brush, plants or trees within the right-of-way and to side trim any trees outside the right-of-way. The Member also grants to the Cooperative the right to cut any dead or danger trees that are near the utility line.
5. **CONSTRUCTION CHARGES:** If a new pole is required, the Member agrees to pay applicable construction costs based on current PEC rate.
6. **RATES:** The rate charged for the light shall be \$ _____ plus tax of 6.2% for each month or any portion of a month exceeding five (5) days. The rate may be changed from time to time by the Cooperative.
7. **RELOCATION:** The Cooperative will relocate an existing light currently in service based on current PEC rate. The Member will pay the moving charge and sign a new two (2) year agreement prior to relocating the pole.
8. **TERM:** This agreement will become effective on _____, 200__ , and will continue in effect for twenty-four (24) months and thereafter until terminated by the Member. Service may be terminated by the Member before the minimum twenty-four (24) months by giving notice to the Cooperative and paying in full the remaining monthly bills. The agreement shall be binding upon and issue to the benefit of the successors, legal representatives and assigns of the Member.
9. **DEFAULT:** In the event of default by the Member, the Cooperative will undertake legal action (including lawsuit) to collect the unpaid portion of the construction charges and any unpaid charges for electricity used. The Member agrees to pay all court costs and a reasonable attorneys fee for such action. The Member expressly agrees to waive all exemption secured to said Member under laws of Alabama or any other state against collection of any debt hereby or herein occurred.

This Contract contains the entire agreement of the parties concerning the construction of a utility line and for the sale of electricity.

ATTEST:

PIONEER ELECTRIC COOPERATIVE, INC.

By: _____

MEMBER

By: _____