



Account No. _____

**DUKE ENERGY FLORIDA, INC.
AGREEMENT TO FURNISH AND RECEIVE
ELECTRIC SERVICE AND ENERGY**

Form No. 2

THIS AGREEMENT, made this _____ day of _____, 20____, between _____ (hereinafter called "Customer"), and Duke Energy Florida, Inc. hereinafter called "Company").

WITNESSETH:

THAT, in consideration of the premises, and of the covenants herein contained, the Parties hereto agree that:

1. This Agreement shall become effective on the _____ day of _____, 20____, and shall be in full force and effect thereafter for a period of _____ (____) years (the "Initial Term"), and shall automatically renew for a period of _____ (____) years, and continue thereafter until terminated by either party by written notice _____ (____) months prior to termination;
2. Customer shall receive and pay for electric service and energy from Company at the following location:

in accordance with the terms and provisions of Company's applicable Rate Schedule _____ as the same is on file, from time to time, with the Florida Public Service Commission.
3. Service shall be at a single point of delivery for a connected load of approximately _____ kW, said point of delivery to be _____.
4. In connection with said electric service, Customer desires Company to furnish and maintain required additional facilities to provide an enhanced level of electric service and the Company shall furnish, operate and maintain said requested additional facilities required for Customer's _____ volt service consisting of _____.
5. Customer shall pay an additional (rental) charge of _____ 00/100 Dollars (\$ _____) per month on its electric bill for the above facilities installed by Company to provide the enhanced level of electric service to Customer.
6. If Customer terminates this agreement prior to the expiration of the Initial Term, then Customer shall pay Company the amount of _____ 00/100 Dollars (\$____.00) for each month or fractional part thereof remaining in the Initial Term, plus the amount of all costs related to removing the facilities installed by Company to provide the enhanced level of electric service to Customer.

(Continued in next page)



SECTION NO. VII
FIFTH REVISED SHEET NO. 7.021
CANCELS FOURTH REVISED SHEET NO. 7.021

Account No. _____

- 7. Customer shall, at no expense to Company, furnish Company with a reasonable and safe location and site for and access to Customer's facilities and shall, if deemed necessary in Company's sole judgment, execute and deliver easement acceptable to Company. Customer shall not permit any activity to be conducted, or structures to be located, at or near Company's facilities which could interfere with the safe construction, operation, and maintenance of Company's facilities on Customer's premises.
- 8. The additional facilities installed by Company pursuant to this Agreement to provide the enhanced level of electric service to Customer shall remain the exclusive property of Company, and Customer hereby grants Company the right to enter Customer's premises as necessary for the installation, maintenance or removal of such facilities.
- 9. This agreement shall be binding upon, and extend to, the heirs, successors and assigns of the respective parties hereto.
- 10. This agreement is to be consummated only by written approval of the Company as required below; no other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be recognized or binding, unless they are so approved.
- 11. Other factors that may be pertinent to this contract are as follows: _____

IN WITNESS WHEREOF, the Parties hereto have caused this presents to be signed and sealed in their names, the day and year first above written.

CUSTOMER

DUKE ENERGY FLORIDA, INC.

By: *Dave Egus*

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(SEAL)



(SEAL)

Witnesses:
 [Signature]
 [Signature]

Witnesses:

APPROVED AS TO FORM

By: *Miles Belknap*
Office of the County Attorney