



**DUKE ENERGY FLORIDA, INC.
INTERRUPTIBLE GENERAL SERVICE - RATE SCHEDULES IS-2 AND IST-2
RISK DISCLOSURE**

This risk disclosure is provided in conjunction with the application for Interruptible General Service by _____ (Customer) at _____ (Service Address) under Duke Energy Florida, Inc. account number _____. The Customer acknowledges that:

1. Duke Energy Florida, Inc. (the Company) may interrupt the Customer's electric service at the above Service Address during any time period that electric power and demand delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.
2. The billing demand for this rate is the higher of the actual demand for the billing period or 500 kW.
3. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the number of interruptions by the Company or the duration of each interruption, and that interruptions may occur without warning.
4. The number and duration of interruptions historically experienced by customers under the Company's Interruptible Rate Schedules may not be indicative of the number and duration of interruptions that a customer may experience in the future.
5. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the interruption of electric service.
6. When service is commenced under this rate schedule, the Company shall exercise an interruption of the Customer's electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company's discretion, to initiate at least one additional interruption of the Customer's electric service each calendar year irrespective of capacity availability or operating conditions.
7. The initial term of service under the rate schedule is five years from the commencement of service. If the Customer terminates electric service before the end of the five-year period, the Customer is responsible for all applicable charges for the remainder of the initial term. Termination of service **does not** include transfer of service to a non-interruptible rate schedule.
8. **The Customer may transfer from an interruptible rate schedule to a non-interruptible rate schedule provided the Customer gives the Company at least thirty-six months written notice which shall be effective no sooner than expiration of the initial 5 year Term of Service or any new Term of Service which may be required.**

I have read the applicable Interruptible General Service Rate Schedule, _____ and the contents of this disclosure provided to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of receiving interruptible service as described in this Risk Disclosure.

Dave Egger
 (signature)

 (title)

 (print name)

 (Business Name)



ATTEST: KEN BURKE, CLERK
 By: _____

APPROVED AS TO FORM
 By: *Miles Belknap*
 Office of the County Attorney