



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 Eggus*          

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

(SEAL)

(SEAL)



Witnesses:  
          *Deedra Lewis*            
          *Teren Rice*          

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM**

By:           *Miles Belknap*            
Office of the County Attorney