

HOLLY SPRINGS UTILITY DEPARTMENT
HOLLY SPRINGS, MS 38635

OUTDOOR LIGHTING CONTRACT

THIS CONTRACT, made this _____ day of _____, 20____,

by and between _____, hereinafter called
“Customer” and THE CITY OF HOLLY SPRINGS ELECTRIC DEPARTMENT, with offices at
Holly Springs, Mississippi, hereinafter called the “Distributor”.

WHEREAS, the customer has applied to the Distributor for outdoor lighting service at

NOW THEREFORE, in consideration of the premises and mutual agreements hereinafter
set forth, the parties hereto agree as follows:

1. The Distributor will install _____, _____ watt _____ vapor lights
with photo electric controls at locations agreed upon between Customer and Distributor. Any
engineering drawings or sketches as may be required will be attached hereto and made a part of
this agreement. The monthly charge per lighting fixture is based on rated Kwh values, facility
charges and pole charges established by TVA. The rate per Kwh, facility charge and pole charge
will be subject to change from time to time as the TVA Rate Schedule is changed. Sales tax will
be charged where applicable.

2. Distributor will own, operate, and maintain the equipment necessary to provide the
lighting service, and title to the equipment will remain in the name of the Distributor. Customer
agrees that premisses of the Customer to operate, maintain, relocate or remove its equipment or
property.

3. The Customer and Distributor agree that in case of trouble with the lighting provided
herein that a reasonable time will be given for the maintenance of the lighting service. Three (3)
working days will be considered a reasonable period of time after notice is received at the office.

4. The Customer agrees to keep the outdoor lighting service provided under this
agreement for a period of three (3) years and thereafter until canceled by written notice given by
either party to the other at least thirty (30) days in advance. This contract may be canceled by
mutual agreement between both parties within the initial three (3) year period provided the
Customer shall pay as a lump sum to Distributor all facility and pole charges in effect at the time
of cancellation for the remainder of the contract period. In the event Customer may desire
replacement of the equipment provided in this contract with equipment of different wattage or
type, cancellation payment as stated above shall apply.

5. This contract shall insure to the benefit of and be binding upon the respective heirs,
legal representatives, successors, and assignees of the parties hereto, but is not assignable by the
Customer without written consent of the Distributor.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly
executed as of the day and year first above written.

*NOTE: A \$5.00 CONNECTION FEE WILL BE ADDED TO INITIAL BILL ONLY.

Customer's Signature

Date

Representative of HSUD

HOLLY SPRINGS UTILITY
DEPARTMENT - DISTRIBUTOR