

**NEW ALBANY ELECTRIC DEPARTMENT  
OUTDOOR LIGHTING CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by and between \_\_\_\_\_

hereinafter called the "Customer" and NEW ALBANY ELECTRIC DEPARTMENT, with offices at New Albany, Mississippi, hereinafter called the "Distributor",

**WITNESSETH:**

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 \_\_\_\_\_ 100 Watt HPS/LED or \_\_\_\_\_ 250 HPS/LED or \_\_\_\_\_ 400 HPS/LED (or equal) lights with photo electric control at locations agreed upon between Customer and Distributor.
2. Distributor will own, operate, and maintain the equipment necessary to provide the lighting service, and title to the equipment will remain in the Distributor. Customer agrees that Department will at all times have the right to enter upon the premises 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.
4. The Customer will pay a monthly rate, per fixture, as defined by the outdoor lighting rate-schedule LP, for a period of three (3) years and thereafter until cancelled by written notice given by either party to the other at least thirty (30) days in advance. The foregoing rate is subject to periodic revision and/or TVA adjustment addendums.
5. This contract shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties hereto, but is not assignable by the Customer without written consent of the Distributor.
6. If Customer does not own property where light is to be located, property owner must also sign and will be responsible for terms of contract.

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

\_\_\_\_\_  
(CUSTOMER)

\_\_\_\_\_  
(PROPERTY OWNER)

DATE INSTALLED \_\_\_\_\_

WITH POLE \_\_\_\_\_

MONTHLY CHARGE \_\_\_\_\_