

AGREEMENT FOR OUTDOOR LIGHTING

OH _____ UG _____ S.O. # _____ Account No. _____

This agreement, made the _____ day of _____, 2008, between VALLEY ELECTRIC ASSOCIATION, INC., Pahrump, Nevada, hereinafter called "Association" and _____, hereinafter called "Consumer".

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **LIGHTS:** The Association shall install the following facilities upon the property of the Consumer on existing or newly set poles as is mutually agreed upon by the parties. **The Association retains the right to disallow the setting of these facilities on existing poles, if, in the opinion of the Association, the existing pole(s) is not suitable (due to safety or overburdening).** The below listed rates are subject to modification.

_____ High Pressure Sodium Vapor Lights; _____ Transformer (\$7.00/Mo); _____ Additional Pole (\$600.00 each)
\$150.00 Non-Refundable Engineering Fee

2. **CONDITIONS:** The Consumer acknowledges that he/she understands and agrees to abide by the terms, conditions and rates in effect or that may become effective for a minimum of three (3) years. After the initial three- (3) year period, the agreement shall automatically be renewed on a month to month basis until terminated by either party. **All material (pole, security light and wire) remains the property of the Association.**

Current monthly rate \$ _____ (rate is subject to change during the agreement period by authorization of the Board of Directors of the Association).

3. **TERM:** This Agreement shall be for a period of three years commencing on the date of installation of facilities.

4. **LIEN AS SECURITY:** The Consumer agrees and consents that real property at which service is provided under this contract shall be charged for all charges incurred under this contract or any extension hereof. No Consumer may escape liability for the charges under this contract by nonuse of electrical service. The sale or transfer of the real property shall not eliminate the Consumer's personal liability. Any purchaser of the real property who uses the service provided shall be deemed to have agreed to this provision of this contract.

5. **NUISANCE CLAIMS:** If, after the light is installed, a complaint is received by another individual whose property is within a 170' radius of the light, the Association will take steps to remedy the situation, including installing shields, and up to the removal of the light. Complaints from outside the 170' radius will not be considered. **If the situation cannot be remedied, and the light is removed, the Consumer will be released from the remaining terms of this agreement.**

This Agreement shall apply to and bind the heirs, administrators, executors and assigns of the respective parties.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

PROPERTY OWNER:

VALLEY ELECTRIC ASSOCIATION, INC.

Signature: _____

By: _____

Signature: _____

Mailing Address: _____

Phone No. _____

Meter No. _____

Service Address: _____

APN: _____

W.O. # _____

Site Information: _____