Lighting Services – NESC ® Standard Lease Agreement

GEORGIA POWER
A SOUTHERN COMPANY

Ref # _____ DWE # _____ LAMP # _____
Ref # _____ DWE # _____ LAMP # _____
Lead # _____

Customer Name: City of Stockbridge Tel #: 770-389-7900 Alt. Tel #: _____

Service Address: (street, apt #, zip, etc) 0 Rock Quarry - Eagles Landing Park
Stockbridge, GA 30281

Mailing Address: (street, apt #, zip, etc) 4640 N. Henry Blvd
Stockbridge, GA 30281

SS# / Tax ID #: _____ Acct# _____ County: Henry Region: M. South

Type Customer: Commercial ☒ Industrial ☐ Residential ☐ New Account ☐ Customer Choice ☐
Conversion? Yes ☐ No ☒ Type of Construction: New ☒ Existing ☐

Description of Business (Apartment Complex, Car Dealer, etc.): Governmental Streetscape

☒ Governmental ☐ Non-Governmental

EQUIPMENT

Prepaid Amount *(excludes applicable sales tax)* $ 29,331.00 Bill ☒ Collected ☐

Action	Qty	Lamp Wattage	Type Lamp (HPS, etc.)	Fixture Description	OH/ UG	M/ UM	Equipment Amount ($)	Estimated Regulated Charge * ($)	Estimated Monthly Charge * ($)
IN	6	150	HPS	ENHANCED GRANVILLE POST TOP	UG	UM	$60.00	$38.58	$98.58
				Monthly Total *			$ 60.00	$ 38.58	$ 98.58

* Estimated Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. "Estimated Monthly Charge" is the sum of "Equipment Amount" and "Estimated Regulated Charge" and will vary with the Regulated Charge. **Excludes any applicable sales tax**

Project Notes: Install 6 - 150 watt high pressure sodium Enhanced Granville Post Top fixtures on 14' mounting height York Aluminum poles with concrete bases and break away anchor bolts. Includes all required underground conductor.

Initial Term of Agreement: 1 Months *Initial term starts on the date billing begins*

Customer agrees to lease the Equipment described above from Georgia Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Signature: Date: 8/19/2013
Print Name: David A. Milliron
Print Title: City Manager
X Mark A. Marcon 9/9/2013

Georgia Power Company:

Signature: Joe Cobb Date: 8/29/13
Print Name: Joe Cobb
Print Title: Lighting Services Business Unit - AE

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1. **Lighting Equipment Lease.** Georgia Power Company (**"GPC"**) will lease to Customer the **"Equipment"** described on Page 1 of this Lease Agreement (**"Agreement"**) for use at the **"Premises"** (the "Service Address" shown on Page 1) and will provide electric service to operate the Equipment. Customer grants a license and right of access to GPC (and to GPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Equipment; to remove or disconnect pre-existing equipment as noted; to provide electric service for the Equipment; or to conduct any other Agreement-related activity (collectively, the **"GPC Activities"**). Customer acknowledges that the Equipment, though attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove the Equipment when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some Equipment.

2. **Term.** The **"Initial Term"** of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on a month-to-month basis until terminated by either Customer or GPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is the Mailing Address shown on Page 1.

3. **Payment.** GPC will invoice Customer per the terms stated on Page 1. Customer acknowledges that the electric service charge will vary as dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT GPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.

4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near the Equipment) of the Equipment's presence. Either Customer or the other party must provide notices and locate requests to the Georgia Utilities Protection Center and must coordinate all activities with the Utilities Protection Center and with all utility facility owners or operators as required by the then-current Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 *et seq.*) or High-voltage Safety Act (O.C.G.A. § 46-3-30 *et seq.*). As between Customer and GPC, Customer will bear all costs arising from failure to comply with these laws or for Equipment damage caused by anyone other than GPC (or GPC's representatives or contractors). IF THE EQUIPMENT IS DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO GPC AS SOON AS POSSIBLE BY CALLING (888) 660-5890.

5. **Maintenance.** During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify GPC of any need for Equipment repair by either calling (888) 660-5890 or reporting the need online (http://outdoorlighting.georgiapower.com). If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.

6. **Safety; Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT GPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. **GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE EQUIPMENT OR ANY GPC ACTIVITY UNDER THIS AGREEMENT**. Customer will not be entitled to indirect or consequential damages from GPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Equipment or this Agreement.

7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by GPC), and hold harmless GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorneys' fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Equipment, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.

8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Equipment during the Agreement's remaining term, remove the Equipment from the Premises, and seek any other available remedy.

9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g., address, phone, website) may be provided at any time by written notice to the other party. This Agreement will be governed by Georgia law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."

10. **Pole Attachments.** If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written permission. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.

11. **Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity).** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit "1" and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit "2." The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by Customer.

12. **Customer Representations.** Customer represents to GPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activities (including the use of vehicles, equipment, tools, and materials as necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than six inches from the grade existing at the time of Equipment installation.

    (a) **Customer Duty.** If GPC agrees to allow Customer to perform any part of the Equipment installation (including trenching) itself or through a third party, Customer warrants that its work will meet GPC's installation specifications (which will be provided to Customer and are incorporated by this reference). Customer will bear all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's portion of the Equipment installation can commence.

    (b) **Underground Facilities/Obstructions.** Because GPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc.) at the Premises**. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before GPC commences Equipment installation or other GPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

    (c) **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with GPC's Activities, Customer agrees that, as between Customer and GPC, Customer will bear sole responsibility and that GPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly identified and marked by Customer (**"Unforeseen Condition"**). If an Unforeseen Condition is encountered, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the Unforeseen Condition or agrees to reimburse all GPC expenses arising from the Unforeseen Condition. Customer will bear all costs of any Equipment modification or change requested by Customer or dictated by Unforeseen Conditions or circumstances outside GPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: **Initials** N **Date** 8/19/2013