

**Pioneer Electric Cooperative, Inc.**  
Yard Light Contract

Agreement made \_\_\_\_\_, 20\_\_\_\_ by and between Pioneer Electric Cooperative, Inc. (PEC),  
and \_\_\_\_\_ (Member) for \_\_\_\_\_ (installation /  
reconnection) at Account Number \_\_\_\_\_.

We the undersigned in consideration of the mutual covenants and agreements herein contained do contract and agree with each other as follows:

1. Membership: If not already a member, the Consumer will become a member of PEC and will be bound by PEC's "Terms and Conditions for Electric Service", and applicable rates as modified from time to time.
2. Facilities: PEC will \_\_\_\_\_ (Install or Reconnect) a light at the Member's service location. The light will be installed on an existing pole at no additional charge or on a new pole at the Member's expense per the current applicable fee.
3. Continuity of Service:
  - A PEC will use reasonable diligence to provide for continued and uninterrupted operation of the light. If the light should fail, be interrupted or become defective through an act of God, governmental authority, action of the elements, public enemy, accident labor trouble or strikes, faulty equipment for any other cause beyond the control of PEC, PEC shall not be liable for any damages caused thereby.
  - B It shall be the Member's responsibility to notify PEC should the light cease to work. If PEC is unable to repair or replace the light within four (4) working days after the reported failure, a credit of 1/30 of the monthly charge per day for all days above four (4) will be discounted to the Member upon request.
  - C The Member shall protect the light from intentional damage arising from vandalism. PEC reserves the right to bill the Member for the cost of repair or replacement of the light when repeatedly damaged by vandalism. The Member shall not make any attachment to the pole and agrees to pay PEC for removal of any unauthorized attachment.
4. Right of Access: The member grants to PEC a right-of-way for its use in constructing and/or maintaining the electric service and any appurtenances thereto. The right-of-way shall include a space not less than ten (10) feet in width beginning at the desired point of delivery and extending to the nearest utility line with adequate capacity. The member grants to PEC the right to cut, trim or control by chemical means any brush, plants or trees within the right-of-way and to side trim any trees outside the right-of-way. The member further grants to PEC the right to cut all dead or danger trees that are near the power line.
5. Construction Charges: If a new pole is required, the member agrees to pay the applicable construction costs based on the current PEC rates and fees.
6. Rates: The rate charged for the light shall be \$ \_\_\_\_\_, or the current applicable rate as modified from time to time, plus applicable tax for each month or any portion of a month exceeding five (5) days.
7. Relocation: PEC will relocate an existing light currently in service based on the current PEC rates and fees. The member agrees to pay the moving charge and to a two (2) year service contract prior to relocating the pole.
8. Term: This agreement will become effective on (date) \_\_\_\_\_, 20\_\_\_\_, and will continue in effect for \_\_\_\_\_ months (24 for new installations / 12 for reconnects) and thereafter until terminated by the Member. The Member may terminate service early by paying in full the remaining monthly bills needed to complete the contract agreement period. The agreement shall be binding upon and issue to the benefit of the successors, legal representatives and assigns of the Member.
9. Default: In the event of default by the Member, PEC will undertake legal action (including lawsuit) to collect the unpaid portion of the construction and/or monthly charges. The Member agrees to pay all court costs and a reasonable attorney's fee for such action. The Member expressly agrees to waive all exemptions secured to said Member under the laws of Alabama or any other state against collection of any debt hereby or herein occurred.

This contract contains the entire agreement of the parties concerning the construction and/or maintenance of the utility line for said lighting purpose.

Pioneer Electric Cooperative, Inc.

Member