

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**Original Form 13**

**AGREEMENT FOR PRIVATE AREA LIGHTING**

FILED

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Name: \_\_\_\_\_

Work Order No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**AGREEMENT FOR PRIVATE AREA LIGHTING**

The undersigned, hereinafter referred to as the "Consumer", hereby requests Columbus Electric Cooperative, Inc., hereinafter referred to as "CEC", to provide area lighting service in accordance with the Private Area Lighting Schedule, attached hereto as Exhibit "A", and the applicable service regulations, as filed and approved by the New Mexico Public Regulation Commission, in effect, or as amended thereafter, on the date recited herein.

The Consumer hereby applies to CEC for private area lighting service at Consumer's premises located at or near location number \_\_\_\_\_. Consumer hereby requests \_\_\_\_\_ lighting unit(s).

It is understood and agreed that CEC's acceptance of this request will be evidenced by the signature of an authorized representative of CEC on this request and upon acceptance, this Agreement shall constitute the full Agreement between the parties hereto, effective on the date recited herein and subject to the terms and conditions contained herein.

1. The Consumer agrees to timely pay CEC for installation, service rendered and energy consumed, including all applicable taxes and demand charges, in accordance with the applicable rate schedule for such service now in effect or as amended hereafter.

2. The term of this Agreement shall be for a period of four (4) years from the effective date of this Agreement and shall automatically renew for consecutive four (4) year terms unless and until a written notice of termination is delivered by either party at least sixty (60) days prior to the expiration of the original or renewal term, as the case may be.

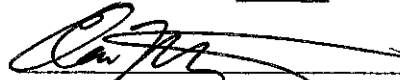
**EFFECTIVE**

NOV 11 2012

REPLACED BY NMPRC  
Operation of Law

BY \_\_\_\_\_

Advice Notice No. 50



Chris Martinez  
Executive Vice President/General Manager

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3. The Consumer hereby grants to CEC all easements and access necessary for CEC to install, service and maintain the electrical equipment to be placed or located on the Consumer's property. The Consumer further explicitly grants CEC, its agents, employees or other designees, the right of ingress and egress to the Consumer's property for all purposes related to the performance or verification of this Agreement, including the express right to trim, cut, or remove any trees, shrubbery or other vegetation which interferes or could interfere with the installation, service, maintenance or operation of the electrical equipment.

4. All equipment, fixtures or facilities installed by CEC shall remain the property of CEC and may be removed or replaced, without compensation to the Consumer, by CEC upon discontinuation of service or when otherwise deemed necessary, as determined in the sole discretion of CEC.

5. Automatic control devices shall be set for lights to burn from the approximate time of dusk, or sunset, until the approximate time of dawn, or sunrise. CEC will exercise reasonable diligence in furnishing the Consumer service pursuant to this Agreement, but CEC shall not be liable for any damages for any interruption, variance, fluctuation, deficiency or failure of service as the result of any cause, known or unknown. CEC reserves the express right to interrupt service when deemed necessary, as determined in the sole discretion of CEC, for any reason, including repairs to lines or equipment. Any interruption of service for any reason shall not constitute a breach of this Agreement or be deemed a termination or, on grounds to terminate, this Agreement.

6. CEC will provide, at its own expense, but subject to reimbursement by the Consumer as allowed by applicable laws, statutes, regulations, schedules or policies, all necessary wiring, replacements, material and labor for the initial installation and any subsequent repairs or maintenance. CEC may, in its sole discretion, install a light or other equipment on an existing pole or on one or more newly installed 30-6 pole and secondary wiring for each light, not to exceed a distance of One Hundred Twenty-five (125) feet from existing and suitable 110/220 volt electric service delivery points.

7. CEC expressly reserves the right to cancel or terminate this Agreement in the event of excessive damage to its equipment by vandalism, malicious mischief, theft, or other causes, including impracticality or excessive or prohibitive cost.

8. This contract shall at all times be subject to such changes or modifications by the New Mexico Public Regulation Commission of the State of New Mexico, as said Commission may from time to time direct in the exercise of its jurisdiction. Additionally, this Agreement may be subject to

**EFFECTIVE**

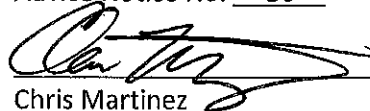
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