



TEMPORARY SERVICE POLE CONTRACT

This agreement is made between The City of Huntsville d.b.a. Huntsville Utilities, hereinafter called Huntsville Utilities, and the Customer signing the agreement below, hereinafter called Customer.

(Customer)

WHEREAS the Customer intends to construct a residential or commercial building at

(Fill in the address of said construction) and desires to use a temporary service pole furnished by Huntsville Utilities while constructing said building in order to provide utilities to said construction site.

The parties agree to following:

1. The Customer shall notify Huntsville Utilities (Phone 535-1320 from 6:30 a.m. to 4:00 p.m. Monday-Friday) within twenty-four (24) hours from the time of installation of any problems with or damage to the pole. An investigation will then be conducted. If the investigation reveals a problem, Huntsville Utilities will make its best efforts to correct it. If the damage or problem was not caused while the pole was under contract with the current Customer, the current Customer will not be charged for said damage.
2. Other than normal wear and tear, the Customer is responsible for and liable for any damage and repair work to or problems with the pole and shall indemnify, protect and save harmless, Huntsville Utilities from and against any and all claims and demands for damages to property and injury of death to persons which may arise out of or be caused by the erection, maintenance, presence, use or removal of said temporary service pole while in the Customer's possession. The Customer must notify Huntsville Utilities immediately upon discovering any damage to or problems with the pole.
3. The temporary service poles are for use during construction only. No temporary service poles may be used for permanent service. Furthermore, temporary service poles are not to be used for well pumps, travel trailers, out buildings, construction trailers, or any other such buildings or trailers.
4. Temporary service poles are furnished based on availability. They are furnished in the order that applications for said service poles are received.
5. If a Huntsville Utilities temporary service pole is discovered to have been damaged or tampered with in the field and is a safety hazard and the pole cannot be properly field repaired, it will be removed, and the account will be closed. In this instance, the Customer will forfeit the setup

charge, the installation charge, and the removal charge. In addition, the Customer may forfeit his or her deposit at this location and may be billed for any additional repair cost to the pole, if any, not covered by the deposit.

Should the Customer still require electric service at this location, the Customer can make a new application for service and pay the appropriate charges for a Huntsville Utilities temporary service pole or install their own temporary pole. If all the repair costs from the initial temporary pole at this location have been paid, the new temporary service will be scheduled based on the workload and the availability of a Huntsville Utilities temporary pole.

Should the Customer owe any money for previous repairs, the new temporary service will not be scheduled or provided until all costs are satisfied.

6. It is the Customer's responsibility to do the following before requesting Huntsville Utilities to install a temporary pole:
 - A. Clearly mark and display the street address at the construction site.
 - B. Clearly stake and mark the temporary pole location away from any construction activities:
 1. If overhead wires are available, place the stake between 15 and 75 feet from the electric service pole making sure there are no trees or other obstructions in the way.
 2. If underground wires are available, the stake shall be placed adjacent to the pad transformer or service pedestal.

If any of the above is not done before the Huntsville Utilities' service crew arrives at the designated site, the Customer will be charged a service charge for the additional trip to install the service.

7. Customer shall pay to Huntsville Utilities under this agreement a rental rate of \$30.00 per month for use of the pole. Furthermore, a setup charge of \$70.00 will be assessed as well as \$115.00 for installation and removal. A deposit of \$200.00 must also be paid before receiving a temporary service pole. Said deposit will be returned to the Customer after the temporary service pole is returned to Huntsville Utilities and all charges and fees have been paid by the Customer.

I have read and understand the above agreement.

Date

Customer Signature

Customer Name (Please Print)