

APPLICATION FOR ELECTRIC SERVICE  
**NIGHT LIGHTING**

**TO: WESTERN CAROLINA UNIVERSITY UTILITY DEPARTMENT**

1. The undersigned hereinafter called "Applicant/Customer" hereby makes application to the Western Carolina University Utility Department, hereinafter called "University" for electric Night Lighting service under the terms herein and in accordance with the Rules and Regulations and Rate Schedule of the University, copies of which are hereto attached and made a part hereof, or any revised Rules and Regulations and Rates ordered or approved by a properly constituted authority subsequent to the execution of this Contract.
2. The University will provide Night Lighting service as indicated below, but in the event that said service shall wholly or partially be interrupted or suspended or fail by reason of any lamps burning out or being broken, or by reason of its neglect, or in the event the University shall deem it necessary to suspend apparatus, or making repairs or alterations thereon or connection therewith, then and in any such event the University shall not be obligated to provide said service during any such period of interruption, suspension or failure, and however, that the University will replace burned-out lamps and otherwise maintain the fixtures during regular daytime working hours as soon as practicable following notification by the Customer of the necessity. Applicant shall be responsible for any and all costs associated with bulb or other apparatus replacement due to vandalism or other such act.
3. It is further agreed that the University reserves to itself the right to discontinue service and remove its apparatus from the premises of the Customer in case of violation of any of the terms of said Rules and Regulations, Rate Schedules or this agreement.
4. Acceptance of this application by the University shall constitute a binding Contract by and between Applicant and the University for an initial period of three (3) years and thereafter until terminated by either party on 30 days written notice. If Applicant discontinues acceptance of service provided and prescribed under this application prior to an initial period of three (3) years from beginning date of service, then, and in that event the entire unpaid balance remaining shall become due and payable within (30) days from and after discontinuance of said service, unless arrangements satisfactory to and accepted by the University are made for other Customer or Customers of service to accept take over and assume the true performance of the unperformed part of the Contract.
5. This Contract shall be for \_\_\_\_\_ luminaries and \_\_\_\_\_ poles.

**Billed to Account Number** \_\_\_\_-\_\_\_\_-\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ACCEPTED:

APPLICANT SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

WESTERN CAROLINA UNIVERSITY UTILITY DEPARTMENT

BY: \_\_\_\_\_

UTILITY DEPARTMENT

DATE: \_\_\_\_\_