



Dated:

Residential Services Agreement – Bright Nights Lighting Program

BETWEEN: ENMAX POWER SERVICES CORPORATION (“EPSC”)

and

THE UNDERSIGNED (the “Customer Group”)

For ENMAX use only
Pole ID:

CUSTOMER No. 1 – PRIMARY CONTACT

Attention: _____
Signature: _____
Print Name: _____
Address: _____

Telephone: (____) _____

CUSTOMER No. 2

Signature: _____
Print Name: _____
Address: _____
Telephone: (____) _____

CUSTOMER No. 3

Signature: _____
Print Name: _____
Address: _____
Telephone: (____) _____

CUSTOMER No. 4

Signature: _____
Print Name: _____
Address: _____
Telephone: (____) _____

CUSTOMER No. 5

Signature: _____
Print Name: _____
Address: _____
Telephone: (____) _____

CUSTOMER No. 6

Signature: _____
Print Name: _____
Address: _____
Telephone: (____) _____

ENMAX Power Services Corporation

Per: _____

Name: Tom Barnden

I have the authority to bind the corporation

Title: Director, Field Services

Telephone: (403) 514-3001

Fax: (403) 514-3955

Address For Notices:

4110 – 9 Street SE

Calgary, AB T2G 3C4

1. AGREEMENT

In accordance with and subject to the terms and conditions of this Agreement, the Customer Group retains EPSC to provide the products and services described in Section 2.0 hereof (the “Services”), and EPSC hereby agrees to provide such Services. In the event of a conflict between any attachments to this Agreement and the terms and provisions of this Agreement, the terms and conditions of this Agreement will prevail.

2. SERVICES

EPSC is pleased to install and provide the use of an energy efficient luminaire on an existing pole, as specified on a drawing attached to this Agreement, along with dusk to dawn control equipment, electrical energy and routine maintenance (collectively, the “Services”).

3. PLACE OF PERFORMANCE OF SERVICES

EPSC will perform/provide the Services at the site identified by area drawing attached to this Agreement.

4. COMMENCEMENT DATE OF SERVICES AND TERM

EPSC will commence providing the Services effective five to seven (5 to 7) business days after the date of this Agreement is executed and delivered and will continue to provide the Services for a period of twelve (12) months (the “Term”) and on a month to month basis thereafter unless the Customer Group terminates the provision of the Services or this Agreement is otherwise terminated.

5. EARLY TERMINATION OF SERVICES

Should all of the members of the Customer Group elect to terminate their obligations under this Agreement early, such members agree to pay a termination fee to EPSC equal to the Monthly Fee in Section 6 multiplied by the number of months remaining in the Term. In the event that any individual member of the Customer Group elects to terminate its obligations under this Agreement, such member of the Customer Group will give EPSC no less than thirty (30) days prior written notice of his/her desire to do so and the remaining members of the Customer Group hereby acknowledge and agree that they will each be jointly and severally responsible for the terminating member’s obligations and payments due under this Agreement, until such time as a replacement member can be identified by the Customer Group and invoiced by EPSC.

6. FEES

The Customer Group will pay EPSC the monthly fees currently set at \$17.59 per light, (to be divided equally among the members of the Customer Group), which the Parties agree may be reviewed by EPSC on a yearly basis, and varied by EPSC from time to time with notice to the Customer Group. Such amendment of the fees shall take effect on the date specified in such notice to the Customer.

7. CONTACT PERSON

The contact person for this Agreement will be Customer No. 1, as shown below.

8. TITLE AND OWNERSHIP

Title and ownership of the luminaire, equipment, and wiring supplied by EPSC will remain with EPSC.

9. OPERATIVE FAILURE OR DISREPAIR

The Customer will immediately notify EPSC of any operative failure or disrepair and EPSC will endeavour to remedy any such failure within four to seven (4 to 7) business days. EPSC will incur no liability for the failure to supply electrical service for any reason, nor for the restoration of interrupted service without notice.

10. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions on the reverse side of this page form part of this Agreement.

For Maintenance of Lighting, telephone 514-3001

*** Please state pole ID when requesting maintenance**



11. Billing and Payment

In consideration of EPSC providing the Services, the Customer Group will pay to EPSC the fees specified in this Agreement plus any applicable taxes (collectively referred to as "Fees"). EPSC will render its invoices for the Fees as part of the Customer's monthly electricity statement. Fees will be due and payable in the manner and by the time specified on the statement.

12. Obligations of Customer

The Customer will:

- a) take all steps as may be necessary and do everything in its power to permit EPSC to perform the Services in accordance with this Agreement;
- b) keep the premises where the Services are to be performed safe and secure so that the Services may be properly provided; and
- c) comply with all laws or regulations, including but not limited to the Occupational Health and Safety Act (Alberta) or similar legislation.

13. Liability

EPSC will not be liable to any member of the Customer Group for any claims, liabilities, losses, costs, damages or expenses of any kind or nature caused, directly or indirectly, by or in respect of the Services or the unavailability or interruption thereof, including but not limited to any interruption of illumination, except to the extent that such claim, liability, loss, cost or damage is directly caused by the gross negligence, acts, omissions or willful misconduct of EPSC, its employees and agents acting within the scope of their employment.

14. Consequential Loss

Neither of the parties will be liable to the other party for special, indirect, consequential or punitive damages resulting or arising out of this Agreement, including, without limiting the generality of the foregoing, loss of or damage resulting from loss of use, revenue, profit or opportunity.

15. Default and Termination

If any member of the Customer Group defaults in performing any of his/her obligations hereunder, EPSC will have the right, in its discretion, to terminate the Services and this Agreement with all members of the Customer Group. Further, EPSC has the right to terminate the Services and this Agreement at any time upon giving thirty (30) days' prior written notice to each member of the Customer Group.

16. Notices

Every notice, statement, invoice or other document connected with this Agreement must be in writing and sent by facsimile, mail or personal delivery to the addresses indicated below each party's signature on the face page of this Agreement. A notice, statement or invoice is considered delivered as follows: when sent by facsimile, on the next business day of the recipient following a confirmed facsimile; when hand-delivered, at the time of delivery.

17. Credit

This Agreement is subject to ongoing credit approval of each member of the Customer Group by EPSC throughout the Term of this Agreement.

18. Assignment

EPSC may assign or transfer this Agreement, or any part hereof, upon written notice to the Customer Group.

19. Force Majeure

EPSC will not be liable to any member of the Customer Group for its inability to perform its obligations hereunder if such inability was caused by an event of Force Majeure. The term "Force Majeure" means any cause not reasonably within the control of EPSC and includes without limitation the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or lines; (ii) weather related events affecting an entire geographical region such as low temperatures which cause freezing or failure of lines; (iii) interruption of supply; (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as the necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction.

20. Confidentiality

The Customer Group acknowledges that it has had and shall have access to confidential information related to the present and contemplated business, services, prices and other information of EPSC which information shall include the terms of this Agreement and any related agreements ("Confidential Information"). The disclosure of any of the Confidential Information to competitors of EPSC or to the general public would be detrimental to the best interests of EPSC, and EPSC's customers. The Customer Group hereby covenants and agrees with EPSC that it shall hold all such Confidential Information confidential and solely for the benefit of EPSC and shall not, during the term of this Agreement or at any time thereafter, disclose, divulge or otherwise communicate in any manner whatsoever, any of such Confidential Information to any person, nor shall the Customer Group use, during the term of this Agreement or any time thereafter, the Confidential Information for any purpose.

This Products and Services Agreement and the information contained herein is subject to EPSC's Privacy Policy. For more information on our Privacy Policy, visit the website at enmax.com or call 310-2010 to speak to a customer service representative.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between any of them in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

22. Amendments

Except as otherwise provided: this Agreement may be amended with the mutual agreement of the parties; and no amendment of this Agreement will be effective unless in writing and signed by both parties.

23. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement will continue in full force and effect.

24. Waiver

No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

25. Time

Time is of the essence in the performance of the parties' respective obligations hereunder.

26. Business Day

Whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a business day, such payment will be made or action taken on the next business day following.

27. Applicable Law

This Agreement will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and will be treated, in all respects, as an Alberta contract.

28. Counterparts

This Agreement may be executed by the parties by fax and in separate counterparts each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

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*** Please state pole ID when requesting maintenance**