

CITY OF DOWAGIAC – SECURITY LIGHT AGREEMENT

Application is hereby made on _____, 200__ by _____ for _____ protective light(s), in accordance with the following conditions:

The Department of Public Services, City of Dowagiac, Michigan, hereinafter referred to as "Department", and _____, a property-owner at _____, and customer of said Department, and hereinafter referred to as "Customer", do hereby mutually agree as follows:

1. The Department does hereby let and lease, and the Customer does hereby hire and take, yard light(s) for the term of one (1) year from and after the date hereof, and annually thereafter, provided, however, that either party may terminate this lease agreement one (1) year after the anniversary date of the agreement by a thirty (30) day notice, in writing, direct to the other party.
2. It is further agreed that the Department shall furnish and install, at its sole expense, yard light(s) on existing Department facilities or on a separate thirty-foot pole within 150 feet of existing Department facilities and at a location to be mutually agreed upon. Said Department agrees to make all necessary electrical connections, to furnish all necessary electric energy for said year for light(s), and said yard light(s) shall be controlled by a photo cell to energize said unit during hours of darkness.
3. It is further agreed that said Department shall maintain the unit in good working order and shall replace a lamp within the said unit within a reasonable time after notification of some disorder received by said Department from said Customer.
4. It is mutually agreed that the yard light(s) and all other said installation remain the property of said Department and said installation shall be removed at the request of said Customer no sooner than one (1) year after the anniversary date of this agreement upon a thirty-day notice in writing as provided for above.
5. Said Customer does hereby agree to furnish the location for said unit(s) and to permit any tree-trimming required for the conductors or unit installation and does hereby grant to said Department all necessary easements and right-of-ways to said Customer.
6. Said Customer further agrees to pay to said Department the rate per month per light in accordance with the current electric rate schedule and agrees that said charge shall be added to the regular monthly bill from said Department to said Customer.
7. The Customer further agrees that the yard light(s), together with all appurtenances thereto, may be removed by said Department at any time the account of said Customer becomes delinquent with said Department.
8. The Customer further agrees that (s)he shall protect the unit and component parts from all damage and that as soon as (s)he has knowledge of any disrepair or disorder (s)he will promptly give notice of such fact to the Department.
9. The Customer further agrees that (s)he shall be responsible for any willful, deliberate, or accidental destruction or damage to said installation by his employees, agents, or third parties and shall pay the cost incurred by such damage or destruction.
10. The Customer further agrees that in the event (s)he surrenders possession of the real estate upon which said unit(s) have been installed (s)he shall give prompt notice of such fact to the Department and shall reserve for said Department all necessary easement and right-of-ways for the removal of said installation.
11. Due to conditions which are at times beyond the control of the Department, all future contracts between Customer and the Department shall be subject to the following conditions:
 - (a) All ledgers of applying customers shall be checked prior to installation of light. If ledger does not show satisfactory payment of accounts when due for at least six (6) months, rather than burdening the Customer with added expenses, the light will not be installed until a satisfactory payment record has been established. Notice of this action will be given by mail.

Approved by the Department of Public Services on _____, 200_____.

By _____
(Utility Department)

(Customer)

SSN# OR DRIVER'S LICENSE #