

## FACILITIES RENTAL AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

### WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain facilities consisting in summary of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter collectively called the "Facilities") located at \_\_\_\_\_ for the purpose of \_\_\_\_\_ and \_\_\_\_\_

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and repair the Facilities described in this Agreement.
  
2. As consideration for furnishing the Facilities, the Customer shall pay to the Company a monthly rental charge covering equipment and installation costs. The monthly rental charge shall be calculated by multiplying the in-place value of the Facilities, determined pursuant to Paragraphs 3 and 4 of this Agreement, by the applicable Monthly Rent Factor set forth in Tariff Sheet No. 7.765 (Appendix A), which is attached to and made a part of this Agreement, or any successor or substitute schedule which may become effective – upon its filing with and approval by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement, the monthly charge for the rental of Facilities is \$\_\_\_\_\_. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor

set forth on Tariff Sheet No. 7.765 (Appendix A), (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 4.

3. The initial in-place value of the Facilities is \_\_\_\_\_. This initial in-place value of the Facilities is based upon the agreed installation cost of new Facilities or the replacement cost of the existing Facilities, as set forth on Tariff Sheet No. 7.770 (Appendix B), which is attached to and made part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B; the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 4.
4. Changes in the in-place value of Facilities shall alter the monthly rental charges calculated pursuant to and shown in Paragraph 2 and shall be recognized in the calculation of the Termination Fee specified in Paragraph 5. Changes in the in-place value of the Facilities shall be made as follows:
  - a. When mutually agreed, additional Facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 3 shall be increased by the installed cost of the Additional Facilities.
  - b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 3 shall be adjusted to reflect such removal. The Company may require a contribution by the customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.
  - c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. The in-place value set forth in Paragraph 3 will be adjusted in accordance with the procedures stated in 4a and 4b above.
  - d. When the Facilities or Additional Facilities are replaced or modified at the Company's option unrelated to mechanical or electrical failure, no change in the in-place value will be made.
  - e. When the Facilities are replaced (in whole or in part) due to mechanical and/or electrical failure, the in-place value in

Paragraph 3 will be increased by the installed cost of the replacement facilities (hereinafter called Replacement Facilities) and reduced by the previously established in-place value of the Facilities being replaced.

5. The term of this Agreement shall be 20 years from the later of the in-service date of the Facilities, the in-service date of the latest Additional Facilities or the in-service date of the latest Replacement Facilities; however, either the Company or the Customer may terminate this Agreement upon 90 days advance written notice. If the Customer ceases to receive its electrical energy requirements from the Company or chooses to terminate this Agreement for any other reason, it shall be responsible for, and shall pay to the Company a Termination Fee calculated in accordance with Tariff Sheet No. 7.765, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.
6. On the Termination of this Agreement, or in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company and removal costs may be charged.
7. This Agreement may be assigned only with the prior written consent of the Company.
8. The Company is hereby granted an easement over the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance, and removal of the Company's equipment. In no event shall the Customer, or anyone acting under the authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.
9. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

10. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of operation of or damage to the Facilities. For purposes of this paragraph, "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, employees, contractors, or parent, sister, of successor corporations.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Witnesses for the Customer:

\_\_\_\_\_  
\_\_\_\_\_

Customer

By \_\_\_\_\_

Title \_\_\_\_\_

Witnesses for the Company:

\_\_\_\_\_  
\_\_\_\_\_

Tampa Electric Company

By \_\_\_\_\_

Title \_\_\_\_\_