



ECONOMIC DEVELOPMENT DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND AVENUE NORTH
LAKE WORTH, FL 33461
561.586.1793

ECONOMIC DEVELOPMENT ELECTRICITY INCENTIVE RATE PROGRAM

The below named customer is applying for service under the City of Lake Worth's (the "City") Economic Development Electricity Incentive Rate Program (the "Program") based on new or expanded load as indicated below (check one):

- New Load associated with a new establishment.
- New Load established in commercial or industrial space that has been vacant for more than one (1) month.
- Expanded Load associated with an existing establishment.

CUSTOMER NAME _____

SERVICE ADDRESS _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

TYPE OF BUSINESS _____

The Customer hereto agrees as follows:

1. For new and vacant establishments, a minimum of 150kW of measured demand must be added at a single delivery point.
2. For existing establishments that are expanding, a minimum of 100kW of measured demand must be added at a single delivery point, and the total measured demand after the addition of the new load must be a minimum of 150kW.
3. In all cases, the Customer must employ an additional work force of at least 10 full-time employees at the delivery point to which the load is added for the full term of this agreement.
4. That the quantity of new or expanded load shall be _____kW of Demand.

5. The nature of this new or expanded load is _____.
6. To initiate service under this Program on _____, _____ and terminate service under this Program on _____, _____. This shall constitute a term of five years. If service under the Program is delayed, service must be initiated no later than _____ and this agreement will expire five years thereafter.
7. To comply with all terms and conditions of the Program as set forth in Resolution 07-2013.
8. To provide thirty (30) days written notice to the City's Utility Department if the Customer desires to terminate this agreement.
9. To have this agreement terminated by the City upon thirty (30) days written notice to the Customer's billing address if Customer fails to:
 - a. Pay all applicable charges, fees, taxes or other costs related to or arising from the City's provision of electric utility services to the Customer; and/or,
 - b. Comply with all terms and conditions of the Program; and/or,
 - c. Comply with all applicable rules and regulations of the City's electric utility system.
10. If this agreement is terminated prior to the end of the five-year term by either the City or the Customer, the Customer will be required to reimburse the City for all credits received under the Program and no further credits will be provided by the City.
11. Upon termination or expiration of this agreement, the Customer's service will revert back to the City's then existing electric rate schedule applicable to the Customer and all applicable rules and regulations associated with such service.
12. This Agreement is not renewable.
13. Customer is subject to all terms and conditions contained in the Schedule "Commercial Demand Service" (Schedule CD-S), or its successor Rate Schedule. Customer acknowledges that this agreement addresses only the Economic Development Electricity Incentive Rate Program; it does not address the other terms and conditions related to electric service provided by the City which otherwise govern Customer's service.
14. Customer shall be responsible to pay all miscellaneous fees, charges and taxes as set forth in the Schedule CD-S. All charges for electric service pursuant to this agreement shall be subject to any applicable state or federal energy tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to electric service provided by the City.
15. This Agreement is personal to Customer and shall not be assigned or transferred in whole or in part without the prior written consent of the City's Economic Development Manager, which consent shall not be unreasonably withheld. Any attempt by Customer to make such an assignment or transfer without the City's prior written consent shall be void and shall confer no right on any third party.

16. The City shall not be liable for any damages including, but not limited to, consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, surges, other electric service interruption(s), or the City's performance or nonperformance of its obligations under this agreement or termination of this agreement.
17. WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
18. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.
19. Should any part, term or provision of this agreement or the Program or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
20. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document.
21. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
22. In accordance with Palm Beach County ordinance number 2011-009, the Customer acknowledges that this agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Economic Development Electricity Incentive Rate Program agreement on the day and year inserted below by the City.

CITY OF LAKE WORTH, FLORIDA

DATE: _____ By: _____
City Manager or Designee

CUSTOMER: _____

By: _____

[Corporate Seal] Print Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____(applicable title), an individual or a Florida corporation and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____

Print Name: _____

My commission expires: _____