


# KISSIMMEE UTILITY AUTHORITY

## Operations Department

	<b>Service Agreement for Temporary Event Meter Pedestal</b>	<b>Project No.</b>		<b>Customer ID/Account #</b>
		<b>Revision</b> 1	<b>Date</b> 10/27/2025	<b>Service Order #:</b>
<b>Event Name -</b>				

Requesting Entity: \_\_\_\_\_

Event Name: \_\_\_\_\_

Billing Entity's Name to Invoice for Services: \_\_\_\_\_

Event Location: \_\_\_\_\_

Event Duration (Date/Time) From: \_\_\_\_\_ / \_\_\_\_\_ To: \_\_\_\_\_ / \_\_\_\_\_

\*\*\*If Requesting Entity is currently not a KUA customer, the attached Business Application is required. Tax exemption documentation may also be submitted in order to be exempt from sales tax.

This Service Agreement for Temporary Event Meter Pedestal (Agreement) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Kissimmee Utility Authority (KUA), a body politic, organized and existing under the laws of the State of Florida, party of the first part, and \_\_\_\_\_, a \_\_\_\_\_ (body politic, corporation, limited liability corporation general partnership, limited partnership, sole proprietorship, association or individual), whose address is \_\_\_\_\_ (Requesting Entity), party of the second part (also collectively known as the "Parties").

WHEREAS, KUA requires a written agreement be made between KUA and Requesting Entity whom is requesting that a temporary event meter pedestal be installed at the location stated above.

WHEREAS, KUA will install the temporary meter pedestal at the location stated in Exhibit A.

WHEREAS, KUA shall furnish, install, and maintain metered electric pedestal with the multiple breakers and wired in GFCI receptacles in accordance with the rates, terms, and provisions of KUA's Rate Schedule set forth in Exhibit A.

**NOW THEREFORE**, the Parties agree as follows:

1. This Agreement will terminate upon the conclusion of the Event's Duration set forth above and the removal by KUA of the temporary service equipment installed per the terms of this Agreement.
2. The Requesting Entity stated above shall be responsible for paying, when due, all bills rendered by KUA pursuant to KUA's Fees and Charges set forth in this Agreement for facilities and service provided in accordance with this Agreement.

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3. Installation shall be made only when, in the judgment of KUA, the location and the type of facilities are, and will continue to be, easily and economically accessible to KUA's equipment and personnel for both construction and maintenance. Modification or relocation of the facilities may only be made through the execution of an additional agreement or written addendum executed by both Parties delineating the modifications to be accomplished.
  4. KUA, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous service from the installation and will not be liable for damage for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines and/or equipment. It is the responsibility of the Requesting Entity to reset first any WR/GFCI receptacles and/or breakers during the event before contacting KUA of a potential outage.
  5. The Requesting Entity agrees to take responsibility for the cost(s) incurred to repair or replace any fixture or pole that has been willfully damaged after placement to serve the stated event listed herein. KUA shall not be required to make such repair or replacement for the damage prior to payment.
  6. The Requesting Entity agrees that, in return for the separate and sufficient consideration of the free or deeply discounted temporary use of KUA facilities and equipment provided under this Agreement, it will indemnify and hold harmless KUA, its officers, board members, agents, employees, and servants from all responsibility, liability and costs, including without limitation attorney's fees and expert witness fees, for any wrongful death, injury or loss suffered or claimed by any person or damage to any property, caused by or arising in any way from the Requesting Entity's wrongful or otherwise negligent failure to comply with the terms and conditions of this Agreement, including without limitation, any claims related to resetting of the WR/GFCI receptacles and/or breakers referenced in Section 4 above. This obligation to indemnify also includes, without limitation, claims of third parties made against KUA.
  7. The Requesting Entity will comply with all applicable federal, state and local laws, regulations, ordinances and permitting requirements.
  8. No provision of this Agreement is intended, nor shall be construed, to be a waiver by KUA of its sovereign immunity and limitations on KUA's liability that it enjoys under Florida Statutes, Section 768.28.
  9. No provision of this Agreement is intended, nor shall be construed, to benefit any party not a signatory hereto.
  10. This Agreement, and all matters arising directly or indirectly from this Agreement, will be governed by and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of laws, provisions or principles thereof. For any legal action, suit, claim, or other proceeding arising out of or in any way connected with this Agreement, each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Osceola County, Florida.

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**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

**KISSIMMEE UTILITY AUTHORITY**

**Requesting Entity**

\_\_\_\_\_  
Vice President, Operations Department

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Federal ID #: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Entity's Email Address: \_\_\_\_\_

Billing Entity's Point of Contact: \_\_\_\_\_

Billing Entity's Telephone Number: \_\_\_\_\_

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## EXHIBIT A

### Fees and Energy Charges for the Temporary Event Pedestal

Fees and Electric Usage Charges: Applicant will pay KUA a flat fee of \$10 per day per pedestal.

(Note: The temporary event pedestal is equipped with a meter. Actual power consumption by the applicant will not be used for adjustment/refund of an portion of the flat fee. KUA will utilize collected meter data periodically for evaluation and adjustment of Temporary Event Pedestal flat fee program rate.) **Deposit to be paid to KUA prior to the installation.**

Subject to all the rules and regulations of the applicable tariffs and the general policies and procedures of KUA.

#### **Locations, Quantity, and Duration Requested:**

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