**VERSANT POWER – BANGOR HYDRO DISTRICT**

**PRIVATE LINE AND SERVICE CONTRACT**

WHEREAS, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the 'Consumer' is the owner of certain premises with the buildings thereon, located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Maine, and

WHEREAS, the Consumer has requested Versant Power, a Maine corporation having its principal place of business at Bangor, Maine, hereinafter called the "Company" to provide electric delivery service over an overhead and/or underground line provided by the Consumer.

NOW THEREFORE, in consideration of the undertaking on the part of the Company to provide said service, the Consumer agrees with the Company as follows:

1. That the Consumer hereby contracts with the Company for its electric service to be furnished at its regularly scheduled rates therefore at said premises upon the completion of said line.

2. That the Consumer hereby agrees to furnish, install and maintain any poles, wires, underground cable, conduit, transformer foundation, fixtures, and other apparatus used in providing electric service.

3. That the Consumer at all times shall keep said poles, wires, cable, conduit, transformer foundation,

fixtures and apparatus in safe operating condition and does hereby, for him/herself, him/her heirs, executors, administrators and assigns , agree to indemnify and save harmless the Company, its successors and assigns and from all claims of loss or damage of whatsoever nature of any kind arising from or in any way related to said poles, wires, cable, conduit, transformer foundation, fixtures or apparatus and or the furnishing of electricity to said premises by means of the same or any part thereof, other than claims for loss damage resulting solely from the negligence of said Company, its successors an assigns.

4. That the Consumer, at its sole expense, shall obtain and be responsible for all required, necessary or convenient authorization, easements, licenses and/or permits for the location, construction and maintenance of said line and associated apparatus and the furnishing of electricity over the same to said premises. Failure on the part of the Consumer to obtain and maintain said authorization, easements, licenses and/or permits shall relieve the Company of any and all obligation to continue providing electric service to said premises and shall relieve the Company from any and all claims for loss or damage arising from the discontinuance of electric service to said premises.

5. That the Consumer, at is sole expense shall be responsible for any and all relocations necessitated for any reason whatsoever.

6. That the Company retains title to any apparatus furnished by it and not paid by the Consumer that is used or useful in providing electric service to said premises. Title to the poles, wires, conduit, cable, transformer foundation fixtures and apparatus used in providing the aforesaid service remains with the owner.

IN WITNESS WHEREOF, the undersigned has executed this Agreement in evidence of his/her aforesaid undertakings, this\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

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***Versant Power Planning***  ***Service Order#***  ***Account #***