

Temporary Power Form

THIS CONTRACT made and entered into this ___ day of _____, 2020, by and between the Town of Sunset Beach a Municipal Corporation organized under the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN, and _____ Party of the Second Part and hereinafter referred to as the CONTRACTOR;

W I T N E S S E T H:

That for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1) That the TOWN shall allow the provision of temporary power for _____ located at _____ for a period of time not to exceed 30 days from the date first above written.

2) That the CONTRACTOR shall be responsible for making arrangements with the utility company of its choice for commencing the provisions of the temporary power to the aforementioned location and shall pay said utility company for the power provided in accordance with said company's applicable schedule, riders, and service regulations.

3) That the CONTRACTOR understands and agrees that there will be no occupancy allowed at the aforementioned location until a Certificate of Compliance is issued pursuant to the provision of Section 160A-423 of the North Carolina General Statutes.

4) **Please check the following circuits to be energized:**

Garage Circuit # _____ / **Laundry Circuit #** _____

Kitchen Circuit # _____ / **Bathroom Circuit #** _____

HVAC Circuit #'s _____

NOTE: 120v circuit must serve GFCI receptacle(s) and no other circuits are allowed to be connected in service panel at time of inspection.

NOTE: All electrical components shall be protected and secured during the final construction process to protect all contractors, subcontractors and the public until the final Certificate of Occupancy has been obtained by the General Contractor or Home Owner. Property shall be locked and secured after normal construction hours

5) That the CONTRACTOR understands and agrees that the temporary power to the aforementioned location shall cease without notice on the last day of the aforementioned period. Further, the CONTRACTOR understands and agrees that the temporary power to the aforementioned location shall cease without notice in the event occupancy at the aforementioned location commences without receipt of a Certificate of Compliance or in the event the CONTRACTOR does not comply with the conditions and requirements as set forth in Paragraph 4 above.

6) That the CONTRACTOR shall be responsible for and required to make good at its expense, any and all damages of whatsoever nature to persons or property, arising during the period of this contract caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR and its agents, employees, and workmen.

7) That the CONTRACTOR shall indemnify and hold harmless the TOWN and its officers, employees, and agents, of and from any and all claims, suits, damages, costs, losses, and expenses arising out of or connected with the allowance of the provision of temporary power to the aforementioned location, and the cessation of temporary power to the aforementioned location pursuant to the terms of this contract.

8) That no assignment or transfer in whole or in part of this contract shall be binding on either party without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above written.

CONTRACTOR

By: _____

TOWN OF SUNSET BEACH

By: _____

State of North Carolina –County of Brunswick

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp this _____ day of _____, 2020.

My Commission Expires: _____

Notary Public