Dunwoody
Smart people – Smart city

41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: September 28, 2015

Subject: **Resolution to Establish Heritage Subdivision Residential Streetlight District**

ITEM DESCRIPTION

Approval of a resolution to establish a residential streetlight district for the Heritage Subdivision in accordance with Chapter 26 of the city's code of ordinances.

BACKGROUND

The developer for the Heritage at Dunwoody subdivision off of Vermack Road has arranged for the installation of Georgia Power streetlights. As provided in Chapter 26 of the City Code of Ordinances residential streetlight districts are established by a resolution of the City Council. As part of establishing and maintaining a streetlight district, it is the City's policy to levy a special assessment on each property in the district to offset the streetlight energy and maintenance costs incurred by the City. The assessment is prorated based on the street frontage of each lot.

A total of 27 streetlights have been installed with an initial annual estimated cost of $5,793. The recommended assessment rate of $1.12 per foot of street frontage will result in total annual revenue of $5,809.

RECOMMENDED ACTION

Staff recommends approval of the resolution to create streetlight district 215B for the Heritage at Dunwoody subdivision.

STATE OF GEORGIA
COUNTY OF DEKALB

RESOLUTION 2015-XX-XX

A RESOLUTION PROVIDING FOR THE INSTALLATION OF STREET LIGHTS AT HERITAGE AT DUNWOODY AND THE ASSESSMENT OF THE ANNUAL COST OF MAINTAINING AND OPERATING SAID LIGHTS AGAINST ABUTTING PROPERTY.

WHEREAS, Article IX, Section II, Paragraph 6, of the Constitution of the State of Georgia of 1976, as amended in 1983 (Ga. Laws 1983, Vol. 2, Page 724) and Chapter 26 (Streets, Sidewalks and Other) of the City Code of Ordinances authorizes and empowers the City Council of the City of Dunwoody, Georgia to establish districts for the purpose of building, erecting, establishing, maintaining, and operating street lights for the illumination of the public streets, roads, and sidewalks in the City of Dunwoody, and to levy a special assessment or tax against all property served by these functions; and

WHEREAS, pursuant to Chapter 26, Article VI of the City Code, as well as the stated Policy of the City, the owners of fifty-one (51) percent or more of the property affected by the hereinafter described improvements have petitioned the City of Dunwoody, Georgia, for the installation of street lights.

NOW, THEREFORE, BE IT RESOLVED, by the City Council, City of Dunwoody, Georgia, as the governing body of said City, that there be and there is hereby created and established within the area of the City of Dunwoody, Street Light District Number **215B,** for the purpose of building, erecting, establishing, maintaining, and operating street lights and lamps for the illumination of the public streets, roads, sidewalks, and ways therein, located in Land Lots **352** and **361** of the **18th** District of DeKalb County, Georgia, consisting of all or portions of the following streets: **Vermack Road, Berkshire Pass, Walbury Drive, Olde Village Cove** and **Olde Village Run** as more particularly shown and delineated on a map entitled "Heritage Falkirk Streetlight District" which map is attached hereto and made a part of this resolution by reference; and

BE IT FURTHER RESOLVED the boundaries of said district as enumerated on said plat and/or map be the same and hereby established as shown and delineated on said plat and/or map as full and complete as if the full legal description of the courses, distances, and boundaries of said District were fully set forth herein.

BE IT FURTHER RESOLVED that the annual cost and charges for the maintenance and operation of said street lights shall not exceed **$1.12** per foot per year and shall be a lien upon the abutting property annually from January lst next and continuing each year until all annual charges have been paid; provided, however, that said annual charges may be increased by the City Council to reflect increases in operating and maintenance costs.

IT IS ORDERED that a copy of this resolution be transmitted to the Tax Commissioner of DeKalb County, Georgia for the collection of any and all taxes and/or special assessments and/or service charges which may be imposed against any and all businesses, residents, and property served by said facilities.

SO RESOLVED by the City Council of City of Dunwoody, Georgia this ___ day of _____, 2015.

Approved:

Attest:

Michael G. Davis, Mayor

_____
Sharon Lowery, City Clerk

Seal

GEORGIA POWER
A SOUTHERN COMPANY

Lighting Services NESC® Lease Agreement (Non-Governmental)

Customer Legal Name Ashton Atlanta Residential LLC DBA

Service Address 4703 Vermack Rd, Dunwoody, GA 30338 County Gwinnett

Mailing Address 3820 Mansell Road, Ste 300, Alpharetta, GA 30022

Email Greg.Hasty@ashtonwoods.com Tel # 404-557-9781 Alt Tel

Tax ID X Business Description Heritage at Dunwoody Subdivision

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☐ No ☒ If Yes, Which Account Number NSA

Equipment *(excludes any applicable sales taxes)*

	Action	Qty	Wattage	Type	Description	OH/ UG	M/ UM	Equipment Amount ($)	Estimated Regulated Charge ($)*	Estimated Monthly Charge ($)*
(1)	INS	17	150	HPS	POST TOP FIXTURES	UG	UM	$172.89	$112.20	$285.09
(2)										
(3)										
(4)										
(5)										
	Install (INS) Remove (REM) Reconnect (R/C) Previously UnBilled (UNB)						Monthly Total *	$172.89	$112.20	$285.09

* *The Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. The amount shown is an estimate based on Summer rates in effect at time of Agreement proposal; actual charges may vary.*

Project Notes: Installation scope does not include removal of rock or unforeseen obstacles.

*** Pricing based on joint trench.

Initial Term 24 **months**

Prepaid Amount *(excludes any applicable sales taxes)* $$58,241.32

Customer agrees to lease the Equipment referenced above from Georgia Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer also agrees to allow removal of existing outdoor lights as outlined in the removal contract incorporated by this reference. Yes ☐ N/A ☒

Customer Authorized Signature X	**Date**	**Georgia Power Company**	**Date**
X			
Print Name X		Print Name	
Print Title X		Print Title	

GPC Internal Use Only	INS / REM	UNREG/ REG	HID / LED	RETRO/ NEW/RWC	CUST. CONV. (Y/N)	
DWE	INS	UNREG	LED	NEW	No	Lead # 1-887-757 PPID#
DWE						Rev Class: Coml ☒ Res ☐ Ind ☐
DWE						Region Metro North
DWE						Construction: New ☒ Existing ☐
DWE						Customer Choice? Yes ☐ No ☒

If an existing customer, list account number if it is not shown above:

NESC is a federally registered trademark of IEEE

TERMS and CONDITIONS *(NESC Non-Governmental)*

1. **Lighting Equipment Lease.** This Lease Agreement (**"Agreement"**) states the agreed terms and conditions upon which **Georgia Power Company** (**"GPC"**) will: (i) lease to **"Customer"** (identified on Page 1) the **"Equipment"** referenced on Page 1 for use at the stated "Service Address" (the **"Premises"**); and (ii) provide electric service to operate the Equipment. The **"Equipment"** includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "*Project Notes.*" Customer acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some Equipment.

2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. **Customer expressly acknowledges that GPC retains title to the Equipment** and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove the Equipment when this Agreement ends. Customer authorizes GPC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that GPC may record those documents. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors**.

3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1.

4. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). If a balance is outstanding past the due date, Customer agrees to pay a 1.5% late fee on the unpaid balance and acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate.

5. **Premises Activity.** Customer grants a license and right of access to GPC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the **"Installation"**); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items (i) – (iv) collectively, the **"GPC Activity"**). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity. **Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises**.

6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
   - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's Installation activity can commence.
   - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences Installation, Customer is responsible for all damages and any resulting delay.
   - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than GPC (or a GPC contractor or representative).

8. **Maintenance.** During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement. **Customer must notify GPC of any need for Equipment repair by either calling 1-888- 660-5890 or by reporting the need online (http://outdoorlighting.georgiapower.com)**.

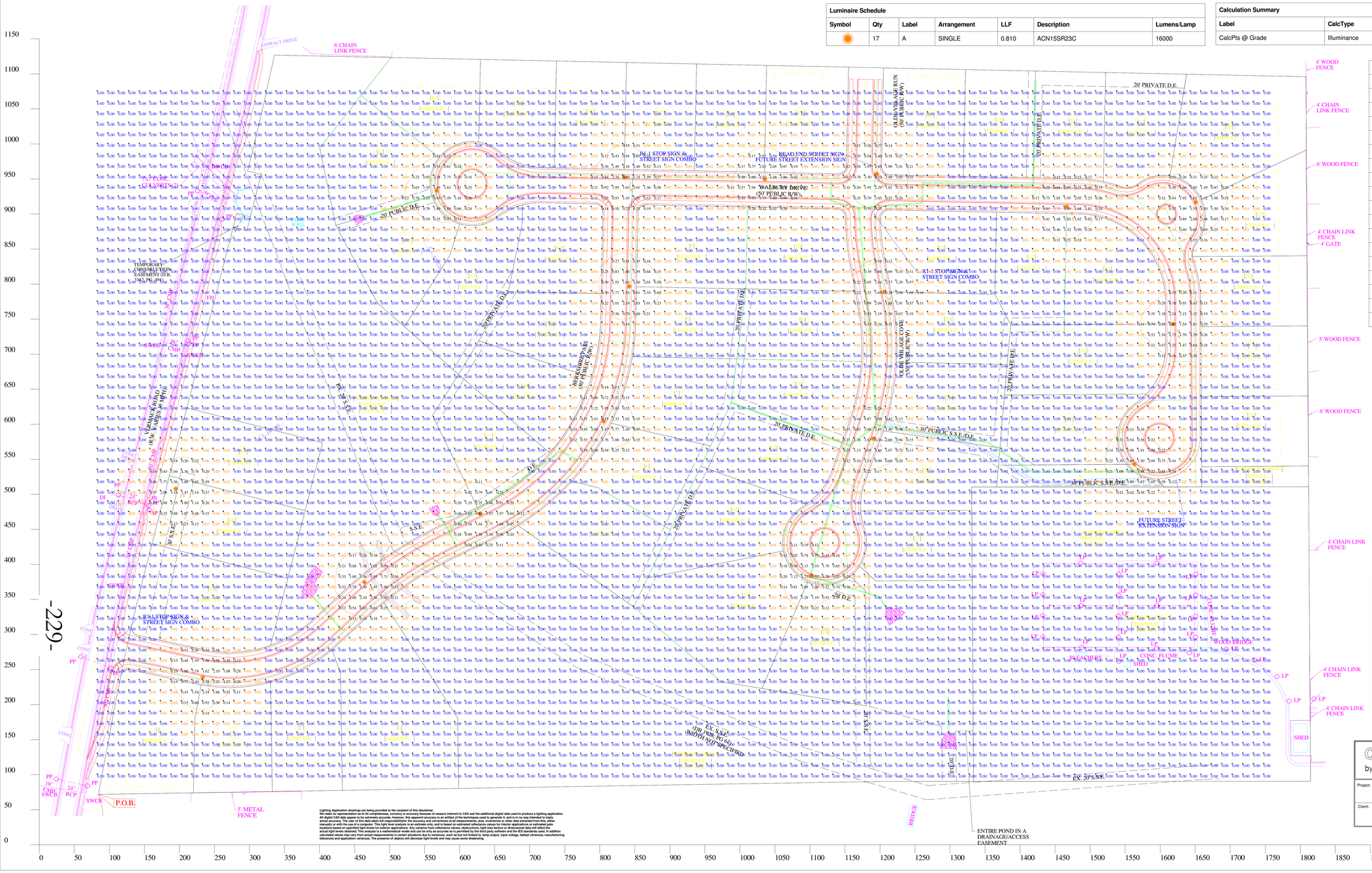
9. **Pole Attachments.** If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written consent. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any GPC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**.

11. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at GPC's request, defend GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC.

12. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.

13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without GPC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, **"including"** means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Description	Lumens/Lamp
	17	A	SINGLE	0.810	ACN15SR23C	16000

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts @ Grade	Illuminance	Fc	0.07	2.73	0.00	N.A.	N.A.

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	A	1195.25	957.25	16	180	0
2	A	835.25	952.75	16	270	0
3	A	1035.75	949.5	16	270	0
4	A	567.25	933.25	16	12	0
5	A	1650.75	917	16	203	0
6	A	1466.5	910.5	16	90	0
7	A	842	796.75	16	180	0
8	A	1205.5	788.5	16	188	0
9	A	1618	743	16	0	0
10	A	805.5	604.25	16	154	0
11	A	1190.25	579.5	16	167	0
12	A	1563.25	543.25	16	50	0
13	A	194.75	508	16	349	0
14	A	629.25	472.25	16	296	0
15	A	1100.5	383.5	16	65	0
16	A	464.25	374.5	16	311	0
17	A	233.25	239	16	80	0

Road and Pedestrian Conflict Area		Pavement Classification (Minimum Maintained Average Values)			Uniformity Ratio
Road	Pedestrian Conflict Area	R1 lux/fc	R2 & R3 lux/fc	R4 lux/fc	E_{avg}/E_{min}
Freeway Class A		6.0/0.6	9.0/0.9	8.0/0.8	3.0
Freeway Class B		4.0/0.4	6.0/0.6	5.0/0.5	3.0
Expressway	High	10.0/1.0	14.0/1.4	13.0/1.3	3.0
	Medium	8.0/0.8	12.0/1.2	10.0/1.0	3.0
	Low	6.0/0.6	9.0/0.9	8.0/0.8	3.0
Major	High	12.0/1.2	17.0/1.7	15.0/1.5	3.0
	Medium	9.0/0.9	13.0/1.3	11.0/1.1	3.0
	Low	6.0/0.6	9.0/0.9	8.0/0.8	3.0
Collector	High	8.0/0.8	12.0/1.2	10.0/1.0	4.0
	Medium	6.0/0.6	9.0/0.9	8.0/0.8	4.0
	Low	4.0/0.4	6.0/0.6	5.0/0.5	4.0
Local	High	6.0/0.6	9.0/0.9	8.0/0.8	6.0
	Medium	5.0/0.5	7.0/0.7	6.0/0.6	6.0
	Low	3.0/0.3	4.0/0.4	4.0/0.4	6.0

Lighting Application drawings are being provided to the recipient of this disclaimer:
We make no representation as to its completeness, currency or accuracy because of reasons inherent to CAD and the additional digital data used to produce a lighting application. All digital CAD data appear to be extremely accurate, however, this apparent accuracy is an artifact of the techniques used to generate it, and is in no way intended to imply actual accuracy. The user of this data takes full responsibility for the accuracy and correctness of all measurements, area, inventories or other data extracted from this, either manually or with the use of a computer. This light level analysis is an estimate only, and is based on estimated reflectance values for interior applications or estimated pole locations and aiming directions for exterior applications. Unless specifically requested, no allowance has been made for future light loss factors, such as lamp lumen depreciation, or actual light levels obtained. This analysis is a mathematical model and can be only as accurate as is permitted by the third party software and the IES standards used. In addition calculated values may vary from actual measurements in certain situations due to variances, such as but not limited to, lamp output, input voltage, ballast variances, manufacturing tolerances and application variances. The presence of objects will decrease light levels and may cause some shadowing.

Cooper Lighting by EATON

Elisha Burdette, LC
COOPER LIGHTING CFC
1121 HIGHWAY 74 SOUTH
PEACHTREE CITY GA 30269
Voice Number : (770) 486-4745
Fax Number : (770) 486-4599
Email Address :
mkt-lightingapplications@Eaton.com

Project: **HERITAGE AT DUNWOODY**

Client: **LORI MARTUCCIELLO**
GA POWER

Scale: **1" = 50 ft.**

Date: 12/9/2014

Project No: **1403285**

GEORGIA POWER
A SOUTHERN COMPANY

Lighting Services NESC® Lease Agreement (Non-Governmental)

Customer Legal Name Heritage at Dunwoody DBA

Service Address 4703 Vermack Rd, Dunwoody, GA 30338 County GWINNETT

Mailing Address X

Email X Tel # X Alt Tel

Tax ID X Business Description Subdivision City lights

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☐ No ☒ If Yes, Which Account Number NSA

Equipment *(excludes any applicable sales taxes)*

	Action	Qty	Wattage	Type	Description	OH/ UG	M/ UM	Equipment Amount ($)	Estimated Regulated Charge ($)*	Estimated Monthly Charge ($)*
(1)	INS	10	150	HPS	POST TOPS	UG	UM	$128.90	$68.80	$197.70
(2)										
(3)										
(4)										
(5)										
							Monthly Total *	$128.90	$68.80	$197.70

Install (INS) Remove (REM) Reconnect (R/C) Previously UnBilled (UNB)

* *The Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. The amount shown is an estimate based on Summer rates in effect at time of Agreement proposal; actual charges may vary.*

Project Notes: *Installation scope does not include removal of rock or unforeseen obstacles

.

Initial Term 24 **months**

Prepaid Amount *(excludes any applicable sales taxes)* $$43,838.00

Customer agrees to lease the Equipment referenced above from Georgia Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer also agrees to allow removal of existing outdoor lights as outlined in the removal contract incorporated by this reference. Yes ☐ N/A ☒

Customer Authorized Signature X	**Date**	**Georgia Power Company**	**Date**
X			
Print Name X		Print Name	
Print Title X		Print Title	

GPC Internal Use Only

	INS / REM	UNREG/ REG	HID / LED	RETRO/ NEW/RWC	CUST. CONV. (Y/N)
DWE	INS	UNREG	HID	NEW	No
DWE					
DWE					
DWE					
DWE					

Lead # NA PPID#

Rev Class: Coml ☐ Res ☒ Ind ☐

Region METRO NORTH

Construction: New ☒ Existing ☐

Customer Choice? Yes ☐ No ☒

If an existing customer, list account number if it is not shown above:

NESC is a federally registered trademark of IEEE

TERMS and CONDITIONS *(NESC Non-Governmental)*

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6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
   - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's Installation activity can commence.
   - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences Installation, Customer is responsible for all damages and any resulting delay.
   - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

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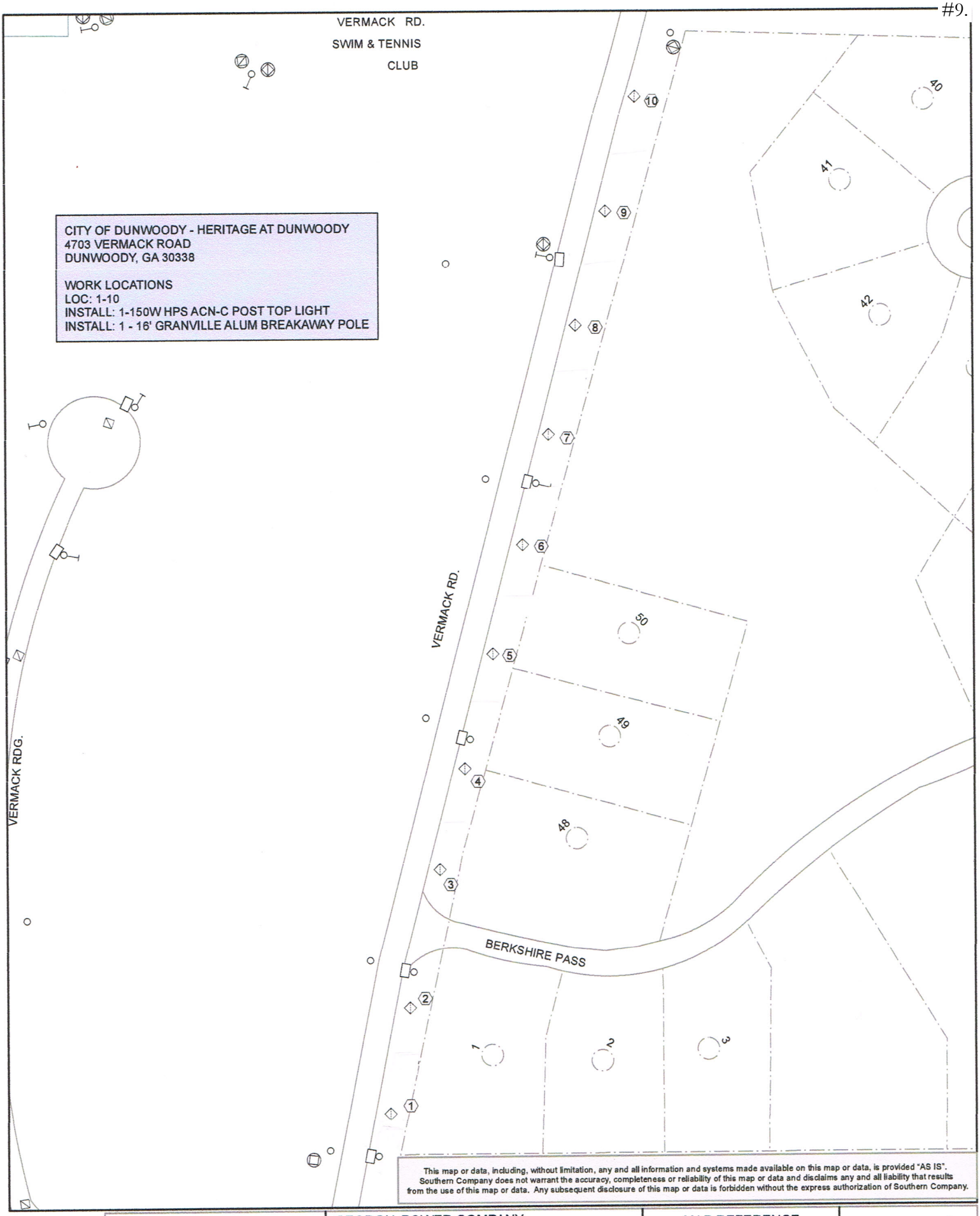
9. **Pole Attachments.** If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written consent. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any GPC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**.

11. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at GPC's request, defend GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC.

12. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.

13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without GPC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "**including**" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



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