

UTILITY SALES CONTRACT
NAVFAC 4330/16 (6-72) S/N 0105-LF-001-9714

THIS CONTRACT, entered into as of _____, between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and _____ whose address is _____

_____ hereinafter called the Purchaser.

1. The Purchaser, located in or in the immediate vicinity of _____ agrees to purchase and receive from the Government _____ service as follows:

Description _____

Requirements _____

Premises _____

Delivery Point _____

Metering: _____ Deposit _____

Billing: on _____ by _____

Payable: on _____ at _____

Rates _____

Officer in charge _____

for use exclusively by Purchaser, without any right to assign or sublet, at the Purchaser's premises and not for resale or redistribution. Government shall have the right to change said rates and deposit amount at any time on thirty (30) days notice. Government may apply said deposit to the payment of unpaid bills or of any other charges or damages hereunder. Subject to Government's advance approval and supervision, Purchaser at its sole expense shall furnish, install, operate and maintain all new facilities required for obtaining service, including suitable metering and regulating equipment and service connections to Government's utility system. Such facilities shall be removed and Government premises restored to their original condition by the Purchaser, or by the Government at Purchaser's expense within a reasonable time after termination of the contract. Purchaser agrees to purchase this service from any private or other public source when available and adequate.

2. The Government shall sell and deliver only such service as it may from time to time be willing to deliver and may, at any time, discontinue service hereunder. Either party may terminate this contract on 30 days written notice, provided, however, that during any period of national emergency Government may terminate on 24 hours notice.

3. The Government, its officers, agents and employees shall not be responsible for loss of or damage to property of Purchaser or property of others, or for personal injuries to Purchaser's officers, agents, servants or employees, or to other persons arising from or incident to the furnishing of, or the failure to furnish, the service provided for hereunder, nor for any other damage or loss of profit suffered by Purchaser arising from or incident to the furnishing of, or the failure to furnish, the service provided for hereunder, and Purchaser shall hold and save Government, its officers, agents and employees harmless from any and all such claims or liabilities.

4. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

THE UNITED STATES OF AMERICA

(Purchaser)

By _____

By _____

Title _____