



ROCHESTER GAS & ELECTRIC CORPORATION

ATTACHMENT PERMIT For Holiday Lighting

Permit No. 9302.**Company****Name**.**date**

Permission is hereby granted to the **Name, Address, City, State, Zip**, hereinafter referred to as the “Licensee”, to make the attachments scheduled below to the poles designated below, the property of Rochester Gas & Electric Corporation for attachments to poles hereinafter referred to as the “Licensor”, but all right to make such attachments is expressly conditioned upon the strict observance by the Licensee of each of all the following conditions, viz:

1. Attachments made under this permit may, except as hereinafter otherwise provided, remain until the expiration of thirty (30) days after written notice shall have been given by either of the above named parties to the other of its desire to terminate the permission hereby granted.
2. Attachments by the Licensee to said poles of the Licensor shall be made and maintained in a place and in manner satisfactory to the Licensor and at the sole expense of the Licensee, and, upon receipt of written notice from the Licensor that said attachments cause interference with the property or endanger the employees of the Licensor, the Licensee shall, at its own expense, alter, rearrange, repair, improve, renew or remove said attachments in such manner as the Licensor may direct. The Licensor reserves the right to immediately remove the banner if, in the company’s opinion, the banner constitutes a safety hazard.
3. The Licensor reserves the right to remove said attachments, or any of them upon the failure of the Licensee to comply with any of the conditions of this permit, and the permission hereby granted shall thereupon terminate as to the attachments so removed.
4. The Licensor may at its sole discretion remove said attachments to meet its construction requirements by giving the Licensee 30 days written notice. If it is necessary to remove attachments as a result of any emergency condition, the Licensor will promptly notify the Licensee.



5. The Licensee shall not at any time make to said poles any attachments other than those hereby permitted, without a written permit therefore from the Licensor; nor shall the Licensee make any changes in the location or use of its attachments hereby permitted, without the consent in writing of the Licensor.
6. The Licensee shall not assign, transfer or sublet any rights hereby granted, without the consent in writing of the Licensor.
7. Nothing herein contained shall be construed to confer upon the Licensee any rights of property in said poles of the Licensor, or to compel the Licensor to maintain said poles longer than its own business requires, or as a guarantee to the Licensee of permission from municipal or other governmental authorities to place or maintain its attachments on said poles of the Licensor; and, upon receipt by the Licensee of written notice from the Licensor that the attachments of the Licensee are forbidden by any such authority, the permission hereby granted shall terminate.
8. Licensee shall indemnify, protect and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to all persons, including payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, attorneys' fees, and any other costs and expenses of whatever kind or nature, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's wire, equipment and facilities or by and act of Licensee or its employees, agents or contractors on or in the vicinity of Licensor's facilities. And the Licensee does hereby assume any and all liability for injury to its employees arising out of, resulting from or caused by the condition of said poles, wires and attachments of the Licensor, and assumes any and all duties to inspect the same for the protection of its employees.
9. Upon termination, as herein provided, of the permission hereby granted, the Licensee shall remove any or all of its attachments hereby permitted from said poles of the Licensor to include all hardware, and, upon the failure so to do, the Licensor may make such removal at the cost and expense of the Licensee.
10. All notices, requests, demands, and other communications hereunder (other than routine operational communications) shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by recognized overnight courier. All notices or other communications under this Agreement shall be sufficient if addressed as follows:



This permit expires on **mm/dd/yyyy**.
Notification:

If to RG&E:

RG&E/NYSEG
Joint Use of Plant
3 City Center
Rochester, NY 14649
Attn: Chris Tarkulich

Dated _____

ROCHESTER GAS & ELECTRIC CORPORATION

By: _____

As: Christopher Tarkulich, Lead Analyst, Joint Use of Plant NY

Dated _____

Company Name:

By: _____

As:



List of Poles