

# Temporary Attachments (Flags, Banners, etc)

LICENSE AGREEMENT  
BETWEEN  
GREEN MOUNTAIN POWER  
AND  
TOWN/CITY OF \_\_\_\_\_, VERMONT

This agreement, made by and between Green Mountain Power ( or "GMP") a Vermont corporation with its principal place of business at 163 Acorn Lane, Colchester, Vermont and the **Town/City of \_\_\_\_\_**, (“(the) Town/City”), a Vermont municipal corporation,

Witnesseth that, in consideration of the Town/City's promises herein, GMP hereby gives permission, revocable and terminable as hereinafter provided, to the Town/City to enter on the property of GMP more particularly described in the **Attached Schedule A** and made a part hereof ("Property"), and to use same for the purposes described in **Schedule A** hereto, all on the terms and conditions hereinafter set forth, which the Town/City promises to comply with and abide by.

1. This permission is given contingent upon the Town/City obtaining similar permission from the other joint users/owners of the poles described in Schedule A.
2. This permission is given to the Town/City as an accommodation to the Town/City and shall be rent free.
3. The Town/City hereby acknowledges the title of GMP to said premises and agrees never to assail or resist said title.
4. This permission is not exclusive to the Town/City.
5. GMP does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this license.
6. The Town/City agrees to make the improvements listed on Schedule A, attached hereto and made a part hereof and shall be responsible for all costs and expenses associated with same.
7. The Town/City shall not erect any permanent structures hereunder, or erect, or having erected or installed, permit to remain on said premises, any temporary structure, fixture, attachment, or other thing attached to or being on said premises and placed thereon by the Town/City or the guests, invitees which GMP’s representative shall direct the Town/City to remove.
8. The Town/City shall not use the premises for commercial purposes, and shall not perform or permit any of the Town/City's guests, invitees, agents or employees to perform any disorderly conduct or commit any nuisance on said premises or to use said premises in any

way as to interfere with GMPs use of the property.

9. The Town/City shall comply with all rules and regulations whether federal, state county or municipal relating to the use of the premises.
10. The Town/City shall, at its sole expense, maintain the Property and replace any and all improvements thereon to ensure that the use of the premises does not endanger health, create a nuisance, nor interfere with the operation of GMP's facilities.
11. The Town/City shall exercise the Town/City's privileges hereunder at the Town/City's own sole risk, and, irrespective of any negligence of GMP, and the Town/City shall hold harmless, defend and indemnify GMP, its directors, officers, employees, agents, invitees, affiliates, subsidiaries, successors and assigns of, from and against any and all claims, liabilities, penalties, forfeitures, suits, settlements, judgments, awards, and the costs and expenses incident thereto (including the cost of defense, investigation, appeal and reasonable attorney's fees) for any and all loss, violation, damages, or injury to person or property of whatever type or nature which all be caused by, arise out of, or result in any manner from, or in any way connected with, the purposes or uses of said premises by the Town/City, or the Town/City's invitees, guests, employees, or agents.
12. GMP shall not be liable to the Town/City if for any reason whatever the Town/City's occupation or use of the said premises hereunder shall be hindered or disturbed.
13. The Town/City's privileges hereunder shall not be assignable by the Town/City in whole or in part.
14. GMP reserves the right to terminate the permission hereby given at any time by giving the Town/City at least thirty (30) days written notice of termination, except that GMP may, at its election terminate said permission at any time if the Town/City shall fail to comply with or abide by each and all of the provisions hereof. Waiver GMP of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.
15. Notice to the Town/City hereunder shall be sufficient to the Town/City at the address shown below.
16. On revocation, surrender or other termination of the permission hereby given, the Town/City shall quietly and peaceably surrender the portion of said premises occupied by the Town/City. The Town/City shall repair all damage due to the Town/City's use of the property and shall be responsible for all costs or expenses incident thereto.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GREEN MOUNTAIN POWER

By: \_\_\_\_\_

Name:

Title:

TOWN/CITY OF \_\_\_\_\_ (Its duly authorized Agent)

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

\_\_\_\_\_

SCHEDULE A

**THE TOWN/CITY REPRESENTS THAT ALL ATTACHMENTS SHALL BE PLACED BY QUALIFIED PERSONNEL WORKING IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE, THE NATIONAL ELECTRIC SAFETY CODE AND OSHA REQUIREMENTS.**

Please include:

1. Describe the attachment: \_\_\_\_\_

\_\_\_\_\_

2. Describe the material of the attachment and its components: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Date the attachments be installed? \_\_\_\_\_

4. Date the attachments be removed? \_\_\_\_\_

5. Include a list of poles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a sketch of locations on the poles where the attachments will be located in the space provided below, include a height on the pole and angle of bracket, etc.: