



2131 Rev. 08/07

# Temporary Permit for Utility Pole Attachment

\_\_\_\_\_ (Permittee) is hereby granted temporary, revocable permission to place the attachments listed upon utility poles belonging to PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH COUNTY, Washington, (PUD) and/or VERIZON NORTHWEST, INC. (Verizon-NW), subject to the terms and conditions below. The terms and conditions on the reverse side hereof limiting liability of PUD and/or Verizon-NW and providing for their indemnification by Permittee are critical to the granting of this permit. This permit is subject to approval of both PUD and Verizon-NW for jointly-owned poles.

1. POLE OWNERSHIP:

- PUD (PUD approval only)
- Joint (PUD & Verizon-NW approval)
- Verizon-NW (Verizon-NW approval only)

2. PERMIT FEES:

	PUD	Verizon-NW
Permit Fee	_____	_____
Inspection Fee	_____	_____
Estimated Alteration Cost	_____	_____
<b>TOTAL FEES:</b>	<b>\$ _____</b>	<b>\$ _____</b>

3. This PERMIT SHALL BE EFFECTIVE from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_. Attachments shall not exceed sixty (60) days duration.

4. a. DESCRIPTION OF ATTACHMENTS(S) \_\_\_\_\_  
\_\_\_\_\_

- b. NUMBER OF POLES with attachment(s) \_\_\_\_\_ PUD \_\_\_\_\_ JOINT \_\_\_\_\_ VERIZON-NW
- c. LOCATION (approximate address and/or pole numbers) \_\_\_\_\_  
\_\_\_\_\_
- d. PERMIT is expressly limited to articles described in this section. Other attachments are not authorized.
- e. TOTAL WEIGHT of attachment(s) on each pole shall not exceed 50 pounds.

5. INSTALLER \_\_\_\_\_

6. THIS PERMIT IS SUBJECT TO THE PUD'S TEMPORARY ATTACHMENT TO UTILITY POLES POLICY AND VERIZON-NW'S TEMPORARY ATTACHMENT UTILITY POLE GUIDELINE, THE TERMS AND CONDITIONS OF WHICH ARE INCORPORATED AS THOUGH SET OUT IN FULL HEREIN; AND TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

PERMITTEE:

\_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Address \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**

APPROVED BY:

\_\_\_\_\_ Date \_\_\_\_\_  
 Customer Engineer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 Permits Administrator

**VERIZON NORTHWEST, INC.**

APPROVED BY:

\_\_\_\_\_ Date \_\_\_\_\_  
 OSP Engineer  
 \_\_\_\_\_ Date \_\_\_\_\_  
 OSP Engineering Supervisor

## TERMS & CONDITIONS

1. Permittee warrants and represents that all attachments authorized by this permit will be made only by qualified personnel familiar with the construction and operation of the electrical and communications equipment and hazards involved. Permittee agrees to release, indemnify and hold PUD and Verizon-NW harmless from and against any and all claims, costs, damages, causes of action, and losses of whatsoever nature having to do with or arising out of a breach of this covenant. Approval of this permit does not indicate any acceptance by PUD or Verizon-NW of the installation personnel chosen by Permittee nor acknowledgment of qualifications.
2. Attachments shall be installed and maintained in accordance with the PUD's TEMPORARY ATTACHMENT TO UTILITY POLES POLICY, Verizon-NW's TEMPORARY ATTACHMENT UTILITY POLE GUIDELINE (Guideline), the National Electrical Safety Code and any statute, order, rule or regulation of any public authority having jurisdiction. Application and plans shall be submitted by Permittee to PUD and/or Verizon-NW as appropriate and shall be approved by PUD and/or Verizon-NW prior to installation or any reconstruction of the attachment. Approval by PUD and/or Verizon-NW of any plan or attachment shall not relieve Permittee of any of its obligations assumed under this permit. (See Appendix 1 for placement guide.)
3.
  - a. Permit processing fees and pole inspection fees shall be paid to designated owner or owners as the case may be, and this permit shall not be effective until accepted in writing by PUD and Verizon-NW and all fees paid.
  - b. Fees shall be established according to PUD'S TEMPORARY ATTACHMENT TO UTILITY POLES POLICY and Verizon-NW Guideline.
  - c. Estimated alteration cost (paragraph 4) is subject to computation of actual cost upon completion of required work, and any excess cost or payment shall be billed or refunded to Permittee.
4. If in the judgment of PUD or Verizon-NW the installation, maintenance, or continued existence of the attachment herein contemplated necessitates any change or alteration on the location or arrangement of the facilities of PUD or Verizon-NW, or of third persons, the cost of such change or alteration will be paid by Permittee.
5. This permission if granted is subject to permits, leases, and licenses, if any, heretofore granted or obtained by PUD or Verizon-NW affecting the pole(s) or premises upon which the attachment is located.
6. If the attachment shall at any time cause interference, including but not limited to physical interference, with the facilities of PUD or Verizon-NW or any lessee or licensee of PUD or Verizon-NW, or in any manner interfere with the operation, maintenance, or use by PUD or Verizon-NW, of its right of way, structures, devices, or other property or appurtenances thereto, Permittee agrees immediately to make such changes in said attachment as necessary in the judgment of PUD or Verizon-NW to eliminate such interference. The cost of such changes shall be borne solely by the Permittee. The PUD and/or Verizon-NW reserves the right in its sole judgment to deny permits or remove attachments whenever the requested application may appear to present an unreasonable risk or injury, to the PUD/Verizon-NW or the public with PUD/Verizon-NW operations or potential damage to PUD/Verizon-NW facilities.
7. Permittee warrants that the attachment shall not damage the structures of PUD/Verizon-NW, or be a menace to the safety of PUD's/Verizon-NW's operations or any other operations conducted on affected premises. Permittee hereby agrees to release, indemnify, and hold harmless PUD and Verizon-NW, their successors and assigns, from and against any and all losses, damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including but not limited to property owned by, leased to, or in the care, custody, and control of the parties hereto, when such injury, death, loss, or damage is caused or contributed to by, or arises from, the installation, maintenance, condition, use, operation, removal, or existence of said attachment upon PUD and/or Verizon-NW property. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of PUD or Verizon-NW, its officers, employees or agents.
8. It is understood by the Permittee that the attachments will be in danger of damage or destruction by causes incident to the operation, maintenance, or improvement of PUD or Verizon-NW equipment, and Permittee accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that Permittee hereby assumes all risk of loss, damage, or destruction to said attachments, without regard to whether such loss be occasioned by causes incident to or arising from the operation, maintenance, or improvement of PUD or Verizon-NW's facilities or to whether such loss or damage may be the result of negligence or misconduct of any person in the employ or service of PUD or Verizon-NW or any defects in the premises, and Permittee does hereby save and hold harmless PUD and Verizon-NW from all such damage, claims, and losses.
9. It is agreed that the provisions of this permit are for the protection of any other utility company or companies heretofore or hereafter granted the joint use of PUD's/Verizon-NW's property upon which the described attachment is located.
10. Permission for this attachment expires sixty (60) days after the date of this permit. Upon termination, Permittee shall promptly remove the decorative attachment from PUD/Verizon-NW premises and if Permittee shall fail to remove same or any other material or property owned by it within five days following termination, PUD/Verizon-NW may appropriate such property to its own use without compensation, and may remove same at the expense of Permittee, without any responsibility for damage or loss to Permittee's property.
11. This permit is binding upon, and inures to the benefit of the parties, their successors and assigns; provided, however, that Permittee shall not assign this permit or any interest therein without PUD/Verizon-NW prior written consent.
12. Nothing herein contained shall imply or impart a covenant on the part of PUD/Verizon-NW for quiet enjoyment.
13. For purposes of this Section 8 and Section 1 above, Permittee expressly waives any immunity under industrial insurance, Title 51 RCW, and acknowledges that this waiver is of material consideration to PUD and Verizon-NW, without which this permit would not be granted.

PERMITEE INITIALS \_\_\_\_\_