POLE ATTACHMENT AGREEMENT
FOR ATTACHMENT OF HOLIDAY DECORATIONS

THIS AGREEMENT made and entered into this ___ day of_____, 20__, by and between ALABAMA POWER COMPANY, an Alabama corporation ("APC") and the Town/City of _____, ALABAMA, an Alabama municipal corporation ("Licensee").

WHEREAS, APC owns certain poles and other facilities located within the public right of way or utility easements in _____, Alabama; and

WHEREAS, Licensee wishes to place holiday lights and certain associated wiring and facilities (collectively, "Holiday Decorations") on certain APC poles on a temporary basis; and

WHEREAS, APC is willing to allow Licensee to install and maintain the Holiday Decorations on the poles identified in this Agreement under the terms and conditions stated below;

NOW, THEREFORE, in consideration of the premises and of the covenants and guarantees hereinafter set forth, the parties hereby agree to the following:

1. APC grants to Licensee a license to install and maintain Licensee's Holiday Decorations on the APC poles shown on the drawing attached hereto as Exhibit A during the term of this Agreement. Licensee shall not make any other use of APC's poles without the prior written consent of APC.

2. Licensee shall maintain its Holiday Decorations on APC poles in a safe manner and in accordance with this Agreement. If at any time APC, in its discretion, determines that any of the Holiday Decorations attached to its poles under this Agreement create a hazard to the public or in any way hinders or will hinder APC's ability to conduct APC's operations, APC may require Licensee to remove its Holiday Decorations at Licensee's sole expense. Should APC, in its sole discretion, remove or relocate any of the poles to which Licensee is attached, APC will notify Licensee and Licensee shall, within the time requested by APC, remove its attachments from the existing pole.

3. All attachments will be made on the poles a minimum of one (1) foot below the lowest communication wire and a minimum of four (4) feet below the lowest electric line, and will be made by persons who are trained and qualified to perform work on electric distribution poles. Licensee agrees that it will not take any action or inaction that would cause APC to become non-compliant with the National Electric Safety Code or other applicable codes or laws. Holiday Decorations s shall not obstruct traffic views or interfere with pedestrian traffic.

4. The term of this Agreement shall be from the effective date stated above for a period of _____ days, except that the Agreement may be for a longer term if APC allows, in its sole discretion, Licensee to install approved equipment or wiring that will remain on the poles beyond the holiday season. In such event, the term of this Agreement shall continue in effect so long as Licensee has equipment, facilities or wiring attached to any of APC's poles. However, APC may at any time terminate this Agreement on written notice to Licensee. Upon termination or expiration, Licensee shall promptly remove its attachments from APC's poles. If Licensee does not promptly remove the attachments, APC shall have the right to do so at Licensee's expense.

5. Licensee agrees that APC, its agents, affiliates, and employees (the "APC Entities") shall not be liable for, and the Licensee shall to the greatest extent allowed by law, indemnify and save harmless the APC Entities, from and against any and all damages and loss that may result to APC property, from and against any and all legal and other expenses, including court costs, claims, costs, losses, suits or judgments for damage to or loss of property or personal injury (including death) to persons, or any other manner by reason of the installation, use, maintenance, removal or presence of Licensee's attachments to the facilities of APC, or by reason of the acts or negligence of the agents or employees of Licensee in connection with the installation, maintenance, removal or presence of the attachments on APC's facilities.

6. The installation, maintenance and removal of all Holiday Decorations shall be performed in accordance with all applicable state and federal laws, standards and regulations, including, but not limited to, Ala. Code §§37-8-52 *et seq.* (1975) and 29 C.F.R. § 1910.333(c)(3)(i) *et seq.* In addition, the attachment of Holiday Decorations to APC's poles must be installed in strict accordance with the Specification attached hereto as Exhibit B and made a part hereof. Violation of any provision of this Agreement, including Exhibit B, will be cause for immediate termination of this Agreement by APC and removal of Holiday Decorations by Licensee.

7. Prior to attaching Holiday Decorations on APC poles, Licensee shall submit specifications and a description of the Holiday Decorations to APC for approval. If Licensee desires to attach facilities that will remain on the poles after the removal of the holiday decorations, Licensee must submit such request in writing to APC for approval, designating the poles on which Licensee desires to make such attachments.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized representative as of the effective date stated above.

ALABAMA POWER COMPANY _____

By: _____ By: _____

Title: _____ Title: _____

Exhibit A
Location of Poles

Exhibit B

Typical Government Decorative Attachment Installation
Specification A-SOH12001