

**STANDARD FORMS**

**Outdoor Lighting Agreement, Schedule OL-1  
Form No. 98-1045**

**OUTDOOR LIGHTING AGREEMENT  
(Nevada Schedule OLS or California Schedule OL-1)**



THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by and between SIERRA PACIFIC POWER COMPANY, a Nevada corporation, of Reno, Nevada, hereinafter referred  
to as "Utility", and

\_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_, hereinafter referred  
to as "Applicant(s)".

**WITNESSETH:**

WHEREAS, Utility is a public utility engaged in the generation, transmission, distribution and sale of  
electrical energy within its service areas in Nevada and California; and

WHEREAS, Applicant(s) desire(s) the installation and service of certain outdoor lights commonly known as  
"Nite Guard Lighting" at \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties  
agree as follows:

1. Utility will install and maintain all necessary facilities and equipment on Applicant(s) premises. The  
premises and the extent, nature and location of the facilities and equipment thereupon are more particularly  
described in Exhibit A which is attached hereto and made a part hereof by reference. The original cost of such  
facilities and equipment is \$ \_\_\_\_\_.

2. The service provided hereunder shall be for a minimum of three years from the date above first written

3. This agreement shall bind and benefit the successors and assigns hereto. Applicant(s) may assign his  
(their) interests in this agreement only upon receipt of written consent of Utility.

4. Applicant(s) hereby grant(s) to Utility all necessary easements and rights-of-way for the installation,  
operation, maintenance, repair and replacement of facilities required hereunder, or any portion thereof, and  
Applicant(s) further agree(s) hereby to execute in the name of Utility such other and further grants, conveyances,  
deeds, or other documents together with such other easements and rights-of-way as may be deemed necessary by  
Utility to protect or effectuate the rights herein granted to it or protect such rights of record.

If any portion of said facilities will be located on property other than that of Applicant(s), Utility shall  
not be obliged to commence installation and service unless and until permanent rights-of-way therefor are granted to  
Utility that are satisfactory to Utility both as to location and form of document and without cost to it.

5. This agreement has been made by the Utility pursuant to its rates, rules and regulations governing all  
matters contained herein, filed with and approved by the regulatory commission having jurisdiction, and this  
agreement is subject to any changes or modifications as said commission may from time to time direct in the  
exercise of its jurisdiction.

6. All facilities constructed hereunder shall become property owned, maintained and controlled by the  
Utility.

7. It is agreed by the parties hereto that the Applicant(s) is (are) not in any way an agent, representative,  
employee or contractor of the Utility and that at all times during the course of construction Applicant(s) further  
agree(s) to save harmless Utility from any and all claims that may arise as the result of any alterations done by  
Applicant(s).

8. The parties hereto expressly agree that if, for any reason whatsoever, Applicant(s) terminate service  
prior to the end of the three-year period provided for in Section 2 hereof and another party does not continue  
payment for services rendered on an as-is basis, Applicant(s) shall pay the lesser of the following to Utility:

- a. The unpaid installments of the three-year period; or
- b. The cost of the original installation including costs of installed equipment, plus the cost incurred  
in removing said equipment minus the salvage value of the equipment; or
- c. The cost incurred by Utility to rearrange the equipment on the premises if required by a second party  
desiring "Nite Guard Lighting."

#98-1045 (REV. 8/82)

(To be inserted by utility)  
Advice Letter No. 253-E

Issued by  
Walter M. Higgins  
Name  
President  
Title

(To be inserted by Cal. P.U.C.)  
Date Filed AUG - 7 1997  
Effective MAY 2 1 1998

Decision No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

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9. This document is the full understanding of the parties hereto and no term or condition not set forth herein shall be considered a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Applicant(s)

\_\_\_\_\_  
\_\_\_\_\_

Utility  
SIERRA PACIFIC POWER COMPANY

By \_\_\_\_\_

#98-1045 (REV. 6/82)

(To be inserted by utility)  
Advice Letter No. 253-E

Issued by  
Walter M. Higgins  
Name  
President  
Title

(To be inserted by Cal. P.U.C.)  
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