

112

CONTACT RENTAL AGREEMENT

THIS AGREEMENT, executed this first day of January, 1932, between SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, hereinafter called the "LICENSOR," and City of Redlands, (a municipality), Redlands, California. hereinafter called the "LICENSEE," WITNESSETH:

The Licensor hereby grants to the Licensee the right to place, maintain and use on the poles designated as follows: Nine Edison poles between Country Club Reservoir #4 and City Reservoir #5.
the wires and necessary equipment for one pair of signal wires between the above two reservoirs.

The Licensee hereby agrees to pay to the Licensor for the privileges hereby granted an annual rental in the sum of \$ no charge for the life of the poles. (See reverse side for list of poles).

The Licensee further agrees to pay the said rental for the use of poles upon the first day of the month following the occupancy of any of the said poles, and rental for the first fractional year shall be such proportion of the annual rental as such fractional part of the year bears to the whole year. Thereafter rental shall be due and payable annually, in advance, on the first business day of each year. In case this Agreement shall be terminated by the Licensor, and the Licensee shall not be in default hereunder, the Licensor shall refund to the Licensee the portion of the rental covering the period from the date of removal to the end of the term.

The Licensee hereby agrees that before any wires or other equipment are placed upon any of said poles, the plans of the Licensee will be submitted to the District Superintendent of the Licensor for approval, and that the Licensee will not proceed with the erection or construction of its wires or equipment without first securing the approval of said District Superintendent to said plans, nor will it thereafter alter or make additions or alterations to said wires or equipment without such approval.

All wires, cross-arms and other appliances erected, maintained and operated on said poles by Licensee hereunder, shall be erected, maintained and operated in strict accordance with the laws of the State of California, the rules, regulations and orders of the Railroad Commission of said State, and the orders, rules and regulations of any other officer or commission having jurisdiction to make orders, rules and regulations regarding the maintenance of such wires. In the event the Licensor shall determine that the Licensee has failed to so maintain said wires, cross-arms and other appliances, the Licensor may, at its option, without notice to the Licensee, either remove all said wires, cross-arms and other appliances from said poles, or repair or reconstruct the equipment of the Licensee at the sole expense of the Licensee.

Licensee further agrees that it will remove all wires, cross-arms and other appliances affixed by it to said poles within sixty days after receiving notice in writing from Licensor requiring it so to do. In the event of Licensee's failure to remove said wires, cross-arms and other appliances within said period, Licensor may remove the same at the sole expense of Licensee.

It is further mutually agreed between the parties hereto that each party shall indemnify and save harmless the other from any and all loss, damage and liability, including liability to third persons caused by any negligence or wrong doing on its part, or by its neglect to perform any of its covenants herein contained.

It is further mutually agreed that if any loss or damage shall be suffered, or any liability to third persons shall be incurred by either or both of the parties hereto by reason of the installation, maintenance or operation of any of the wires, fixtures or appliances of either of the parties upon said jointly occupied poles, and if the cause of such loss, damage or liability shall be the joint or concurrent negligence or wrong doing of both parties hereto, or the negligence or wrong doing of some third party, for which neither of the parties hereto is responsible, or is so obscure that it cannot be determined by whose negligence or wrong doing such loss, damage or liability was caused, then in every such case each party hereto shall bear all loss and damage which it shall suffer in respect to its own property, and shall bear and defray all liability which it shall incur for injury to its own employees; and all other loss, damage or liability caused as in this paragraph specified, together with all expense, charges and costs incurred in connection therewith, shall be borne and paid by the parties hereto jointly and in equal shares.

The privileges herein granted to Licensee, insofar as they relate to poles situated in, on or along a public highway, do not assume to grant to Licensee the right to place, operate or maintain its wires and other appliances in, on or along such public highway.

This Agreement executed in duplicate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their officers thereunto duly authorized on the day and year first above written.

Attest:

Asst. Secretary.

SOUTHERN CALIFORNIA EDISON COMPANY LTD.

By

Vice-President.
Licensor.

Licensor.

APPROVED AS TO FORM
BY THE SECRETARY OF THE
ROYAL CANADIAN MOUNTED POLICE
1/19/32

Filed: July 17-1932
Att: R. H. Hoob, Licensor

404101-E	45°	1931	FF
404102-E	40°	"	"
447702-E	"	"	"
463693-E	"	"	"
461215-E	"	"	"
461216-E	45°	"	"
461217-E	40°	"	"
461218-E	"	"	"
461219-E	"	"	"

RECEIVED

JAN 18 1932

OFFICE OF
PRESIDENT

Rest
1/18/32
J

