



REQUEST FOR AND AGREEMENT FOR ACCESS TO PNM EQUIPMENT

_____, a _____ (hereinafter "Contractor"), hereby request access to Public
(Contractor's Name) (i.e., corporation, limited liability company, partnership, sole proprietor)
Service Company of New Mexico ("PNM") equipment located at _____ ("Equipment")
for such purposes as installing conduit or pulling secondary cable.

PNM, subject to following terms and conditions, grants Contractor access to PNM's Equipment for the sole purposes of installing
conduits or pulling cable.

CONTRACTOR RESPONSIBILITIES

Contractor shall: 1) coordinate with PNM to open the Equipment at the appointed time; 2) coordinate with PNM to secure the
Equipment upon completion of Contractor's work; 3) control access to the area for the safety of Contractor's employees and the
general public; 4) ensure that a qualified electrician is on-site at all times the equipment is unsecured; 5) protect PNM's property from
injury or loss; 6) comply with all applicable laws; and 7) maintain commercial general liability insurance with a minimum limit of
\$1,000,000 per occurrence which shall include coverage for bodily injury liability, broad form property damage liability, blanket
contractual, contractor's protective, products liability and completed operations.

CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to PNM: 1) Contractor has performed similar work and possesses the specific training, skills,
knowledge, necessary personnel and legal right to perform the work; 2) Contractor shall take all precautions, which may be reasonable
or necessary in connection with the work; 3) Contractor shall provide in connection with the work the standard of care, skill, and
diligence normally provided by a contractor in the performance of similar work; 4) that all such work shall be performed in
accordance with sound and accepted industry standards and practices, and in accordance with all applicable laws; 5) Contractor
maintains commercial liability insurance in such amounts customarily carried by prudent persons or businesses in Contractor's
industry; and 6) Contractor is the holder of or will take the necessary action to obtain all consents, license, permits, or other
authorizations required to permit it to operate or conduct its business.

CONTRACTOR INDEMNIFICATION

Contractor agrees to save harmless, defend and indemnify PNM, its affiliates, directors, officers, employees, and agents, from and
against any liability for injury, death, loss, accident, or damage to any persons, or for damage or loss to or destruction of property, and
from any claims, actions, proceedings, and costs and expenses in connection therewith, including reasonable attorney fees, arising or
alleged to have arisen out of, in whole or in part, any act, error or omission, including passive or active negligence, of Contractor or
any of its subcontractors or anyone directly or indirectly employed by either of them. This indemnification provision shall apply
equally to injuries to Contractor's employees and damages to PNM's property. If a court of competent jurisdiction determines that
NMSA 1978, § 56-7-1 is applicable, then nothing in this indemnification provision shall extend to liability, claims, damages, losses, or
expenses, including attorney fees, arising out of: 1) the preparation or approval of maps, drawings, opinions, reports, surveys,
changes, designs, or specifications by PNM or the officers, employees, or agents of PNM; or 2) the giving of or failure to give
directions or instructions by PNM, or the officers, employees, or agents of PNM, where such giving or failure to give directions or
instructions is the primary cause of bodily injury to persons or damage to property.

PNM may, for any reason and at any time, suspend Contractor's work or terminate this agreement and any rights granted hereunder,
provided that Contractor's representations, warranties and indemnities obligations shall survive termination. If any court or regulatory
agency having jurisdiction determines that any condition of this Agreement is void, illegal or unenforceable, said condition shall be
severed and the remaining conditions shall be unaffected.

IN WITNESS WHEREOF, this document has been executed on this ____ day of _____.

Contractor's Name

By: _____

Printed Name: _____

Title: _____

New Mexico Construction Industries License # _____

