

Permit # _____

SPECIAL ROAD USE INDEMNITY AGREEMENT AND PERMIT

THE STATE OF TEXAS § KNOWN ALL MEN BY THESE
COUNTY OF GRIMES § PRESENTS

The undersigned, hereinafter called Applicant, enters into and makes this agreement with the Commissioners Court of Grimes County, Texas, pursuant to Article 623.018 of the Texas Transportation Code, in order to obtain a permit to use public roads and bridges in Grimes County, Texas, for vehicles or combinations of vehicles that have a gross weight greater than thirty thousand (34,000) pounds or a weight greater than ten thousand (10,000) pounds carried on any one axle.

Applicant agrees to use only those roads in Grimes County that are designated by Grimes County as follows:

GRIMES COUNTY ROADS TO BE USED LOADED OR UNLOADED:

with respect to Applicant’s work activities to be conducted at the location or site described in the map attached to this application. Such map shall be approved as to form in writing by the Commissioner in whose precinct the new work site is located prior to its being filed in the Grimes County Judge’s office.

Applicant understands that this Agreement and Permit has a term of 90-days, as provided for under Article 623.018 (b). Applicant may apply for extensions of this permit if duration of their activities warrants.

Applicant also agrees that, if during the term of this agreement and permit, Applicant’s work activities are to commence at, or include, a different work site or location utilizing the same county road(s) set out in this agreement, the Applicant shall file a revised map describing such location or work site in the Grimes County Judge’s office.

Applicant further agrees that any new work site or location which requires the use of a Grimes County road not included in this agreement shall require the Applicant to obtain a new permit from Grimes County.

Applicant’s failure to comply with the above may constitute a violation of this agreement and could result in the temporary suspension or revocation of Applicant’s permit pursuant to this agreement.

I.

VEHICLES means any vehicles, tractor, trailer, or combination of vehicles, with or without loads, that have a gross weight greater than thirty thousand (34,000) pounds or a weight greater than ten thousand (10,000) pounds carried on any one axle, and includes any such vehicles operated by Applicant or its agents, employees, servants or independent contractors in the course of Applicant's business identified as follows:

<u>Name:</u>	<u>Address:</u>	<u>Phone Number:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

II.

It is understood and agreed that the provisions of this agreement apply to Applicant's vehicles operating on any Grimes County road, whether with or without a permit. Applicant hereby agrees that it is its responsibility and obligation to determine (1) the weight limits for any roads traveled by Applicant's vehicles and (2) the strength and design sufficiency of the roads and bridges and culverts on the roads to carry and withstand the weight of Applicant's vehicles traveling on the roads.

III.

Applicant hereby accepts responsibility and liability for damages of whatever nature to the road bed, road surface, bridges, culverts, signs, structures, fences, rights-of-way, etc., that result from the movement of Applicant's vehicles over the roads described in this agreement or any other Grimes County road.

Applicant hereby agrees to report any such damage immediately to the County Commissioner of the precinct where the damage occurred. Applicant shall pay Grimes County for the actual cost of repairing any such damages if requested by the County Commissioner in whose precinct the damages occurred.

Applicant hereby agrees that its failure to pay the costs of repairing any such damages as described, within thirty (30) days after billing to Applicant at the address shown on this agreement, shall be grounds for the Grimes County Commissioners Court to revoke Applicant's permit hereunder without hearing, and to immediately file suit for such damages. Applicant hereby agrees that venue for any such suit lies in Grimes County, Texas.

IV.

Any violation of this "Special Road Use Indemnity Agreement and Permit" by the undersigned Applicant, its employees, or anyone acting on its behalf, may result in its temporary suspension by the County Commissioner of the precinct in which the road use agreement applies. In the event of such temporary suspension, the Commissioners Court shall, at its next regularly scheduled meeting, and after notice to the undersigned

Applicant, determine whether to reinstate or revoke this road use agreement and permit.

V.

Applicant hereby agrees that once a permit has been suspended or if Applicant operates vehicles on county roads without a permit, damages are not an adequate remedy at law for the enforcement of Grimes County's rights, and that Grimes County may maintain an action for injunctive relief to prohibit Applicant's vehicles from using Grimes County roads without a permit. Applicant further agrees that Grimes County shall be held harmless for any actual, incidental, consequential or other damages Applicant may suffer as a result of any action of Grimes County involving any such injunctive relief.

Applicant hereby agrees that no action or inaction by Grimes County shall be considered an election or waiver of its rights and remedies, and Grimes County is free to seek all remedies available at law or inequity to enforce its legal rights or the terms of this agreement.

VI.

To insure performance of this Agreement, Applicant hereby agrees to do one of the following:

1. Post a surety bond in the amount of \$100,000 valid for 12 months.
The bond or insurance policy must be written by an insurance company licensed to do business in the State of Texas.
The bond shall be payable to Grimes County, Texas.
The bond shall be conditioned that the Applicant will pay Grimes County, Texas for any damage that might be sustained to any county roads or bridges because of the movement of Applicant's vehicles on such roads or bridges.
2. Provide a commercial umbrella liability insurance policy in the amount of at least \$100,000 valid for 12 months naming Grimes County as Certificate Holder.
3. Provide an addendum listing normal damages' estimated costs as agreed to by permit holder and Grimes County limiting the permit holder's liability to the estimated costs excluding extraordinary damages caused by permit holder or anyone operating under the permit.

VIII.

Nothing herein shall be construed as a waiver by a Commissioner, the Commissioners Court or the County Judge of the authority granted by the Texas Transportation Code or other law.

Applicant understands this is for County Roads as listed:

Witness our hands, this ____ day of _____, 20____.

Applicant Signature

Applicant Printed Name

Applicant's Address

Applicant's Phone Number