

**PONDERA COUNTY ROAD DEPARTMENT
YEARLY RIGHT-OF-WAY FORAGE REMOVAL AGREEMENT**

Agreement must be into Commissioners office by MAY 1st

I/We _____ (permittee) hereby request permission to cut and remove forage from the described Pondera County right-of-way during calendar year 20____.

Road Name and Section of Road to be Hayed: _____

What side(s) of Roadway? North _____ South _____ East _____ West _____

Were you issued a forage permit for this same area last year? YES _____ No _____

I agree to display 2 florescent red or orange flags at least 18” square, one on each side of my equipment, mounted at least 8’ above ground level, or to use my emergency flashers. Equipment will display a slow-moving vehicle emblem as required by Montana law. I understand that Pondera County may require additional safety regulations to address special circumstances.

All equipment/vehicles used in forage removal will be parked off the County right-of-way whenever it is idle. All equipment/vehicles **must** be removed from the right-of-way within 1 week after completing forage removal operations. Failure to do so will result in the equipment being declared abandoned, towed and impounded, solely at my expense. All vehicles or equipment used in my operations must comply with all laws regulating oversized loads.

When mowing operations begin, the work must be completed without delay except during inclement weather. Baled forage in excess of 150 pounds **must** be removed or placed at the furthest outer edge of the right-of-way limits (30’ from centerline of road) on the day it is baled. Baled forage **must** be removed from the right-of-way within a week after it is baled, regardless of weather or other conditions.

Should it become necessary for the County to remove or have bales removed as a result of my failure or refusal to comply with these conditions, I accept full liability for all costs incurred. Should this occur, I also relinquish all claim to the removed forage.

I am not permitted to mow in areas that are designated as prime game bird habitat areas by the Montana Department of Fish, Wildlife and Parks.

Control of noxious weeds within the Department’s right-of-way is required by State Law. I understand that weed and vegetation control may involve the chemical spraying of forage/weeds within the right-of-way. It is my responsibility to contact the Department and the County Weed Supervisor in my area at least two weeks before beginning any forage removal operations and request that those areas be identified. I fully accept the consequences and liability if I fail to do so. I

understand that County Weed Supervisors/Districts may have requirements on weed removal and control, and their requirements may take precedence over and interfere with this agreement. If so, I understand that the Department is not liable for the interference or responsible for the weeds' presence, and I will not attempt to hold the Department liable for them.

Permittees failure to comply with any part of this agreement is grounds for its immediate termination and loss of future privilege to remove forage from Pondera County right-of-way for a minimum of 2 consecutive years beginning with the date of revocation. There is no guarantee that the area will be available when privilege to reapply is restored.

All work under this agreement will be performed in a safe manner and permittee agrees to protect and hold Pondera County harmless from all lawsuits, occurrences and complaints which arise from permittees operations, specifically including traffic accidents. Permittee agrees to defend, protect, indemnify and hold harmless Pondera County, MT against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatsoever. This includes any suits, claims, actions, losses, costs or damages of any kind, including Pondera County's legal expenses, arising out of, in connection with, or incidental to this agreement. Permittee assumes all responsibility to ensure and enforce safe working conditions and compliance with all safety-related rules and regulations for the benefit of anyone performing the work.

Permittee understands that this agreement may be immediately terminated at any time by either party giving the other verbal notice. Verbal notice must be followed by a written verification within 1 week. **This permit is not transferrable.**

The parties expressly agree and understand that, by this agreement or the work under it, the Permittee is not an employee or agent of Pondera County in any sense, but is only an independent contractor.

My signature confirms that I fully understand all terms, requirements and conditions of this agreement, and agree to comply with them.

Permittee (signature) **Date**

Road Administrator

Name (please print)

County Weed Supervisor

Street, Route or Box Number

Commissioner

City, State, Zip Code

Phone Number