



Montana Department of Transportation Special Use Permit for State Maintained Highways

NAME OF APPLICANT

Address

City **State** **Zip Code**

Email **Phone Number**

Time of Event **Date of Event** **Duration**

APPLICATION FOR PERMISSION TO:

(Provide sufficient information to insure a thorough understanding of your proposal. This will include a traffic control plan and sketch detailing the vent layout.)

Applicant will complete this form and submit it, along with detailed sketches, to the Area Maintenance Chief.

Applicant will review the terms and conditions on the reverse side of this permit. In signing and submitting this permit, the applicant agrees to accept and abide by those terms and conditions in their entirety.

The undersigned "Permittee" agrees to the terms and conditions of this permit.

Department of Transportation

City, Town or County

Title

Signature

Date

Signature

Date



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This permit is hereby granted subject to the following terms and conditions:

1. **REVOCAION:** This permit may be revoked by the City/State upon giving seven (7) days advanced written notice. However the City/State may revoke this permit without notice if Permittee violates any of its terms or conditions.
2. **CITY/STATE HARMLESS FROM CLAIMS:** As a consideration of being issued this permit the Permittee, their successor or assign, agrees to protect the City/State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or party by reason of the performance of this activity, character of materials used, or manner of installation, maintenance and operation or by the improper occupancy of said highway right-of-way. In the event any suit or action is brought against the City/State arising out of or by reason of any of the above causes, the Permittee, its successor or assign, will, upon notice to them of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment which may be rendered against the City/State in any such suit or action.
3. **PROTECTION OF TRAFFIC AND PEDESTRIANS:** The Permittee shall protect the event area with traffic control devices that comply with the Manual on Uniform Traffic Control Devices and will be required to submit and have approved a traffic control plan prior to commencing the event. The permitte further agrees to insure and provide for the safe passage of pedestrians within the event area and, unless approved by the City, will not allow any obstructions within any sidewalk or designated pedestrian walkway. The Permittee also agrees to insure a minimum twelve (12) foot continuous traffic lane for emergency vehicle access within the event area. Further, the Permittee will notify all area emergency services at least forty-eight (48) hours prior to the closure and will, at that time, provide said agencies with a sketch of the event layout.
4. **RUBBISH AND DEBRIS:** Immediately upon completion of the event, all rubbish and debris shall be removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City/State.
5. **INSPECTION:** The installation(s) or activities authorized by this permit shall be in compliance with the submitted plan and conditions of this permit. The Permittee may be required to remove or revise the installation(s) or activities at the sole expense of the Permittee, if the installation(s) or activities do not conform to the requirements of this permit or the submitted plan.
6. **REMOVAL OF INSTALLATIONS:** Upon termination of this event and/or permit, the Permittee will remove the installations installed under this permit at no cost to the City/State and restore the premises to the prior existing condition. Exceptions will include reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control.
7. **CITY/STATE TO BE REIMBURSED FOR REPAIRING ROADWAY:** Upon being billed, the Permittee agree to promptly reimburse the City/State for any expense incurred in repairing damage to City/State roadway or appurtenances incurred as the direct result of the event for which this permit is issued.
8. **Any condition of this permit will not be waived without written approval of the appropriate official.**
9. **Other conditions and/or remarks:**