



Montana Department of Transportation Right-of-Way Forage Removal Agreement

MDT-MAI-014 05/18

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APPLICANT (Permittee)

Name _____ Telephone _____

Address _____ Email _____

City, St Zip _____

Would you like the MDT Right-of-Way Forage Removal Agreement emailed to you next year? Yes No

Requested Calendar Years

I/We ("permittee") hereby request permission to cut and remove forage from the described Montana Department of Transportation ("Department") highway right-of-way during calendar year(s):

			List up to three (3) years.
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Requested Roadway Location

(Mileposts are located on the right side of the highway.)

Were you issued a forage removal permit for this same area last year? Yes No

	Highway Route		From Milepost	To Milepost		From Milepost	To Milepost	Does this include the center median?
			Right Side			Left Side		

Liability Insurance

Company: _____ Policy #: _____ Amount: _____
(Minimum limits of liability \$250,000 single occurrence. Certificate of Insurance must be attached.)

Agreement

I agree to display two (2) fluorescent red or orange flags at least eighteen inches (18") square, one on each side of my equipment, mounted at least eight feet (8') above ground level. Equipment will display a slow-moving vehicle emblem as required by Montana law. I understand that the Department may require additional safety regulations to address special circumstances.

All equipment/vehicles used in forage removal will be parked off the highway right-of-way whenever it is idle. Should it not be possible to do so, they will be parked at least thirty feet (30') from the paved edge of the roadway or at the outer most limits of the right-of-way, whichever is furthest from the roadway. Idle equipment/vehicles **will not** be parked in the center median of a divided highway at any time. All equipment/vehicles **must** be removed from the right-of-way within one 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.

Permittee is hereby notified the Department at its discretion, may mow up to the first 12 feet from the paved shoulder for safety purpose, and to maintain sight distance. No further notice of this action will be given to permittee.

Forage removal operations must be done during daylight hours.

At no time will equipment be operated on the main traveled portion of the highway (e.g., the traffic lanes) except to gain access to the work site. I will not conduct forage loading operations from or on the paved portion of the roadway.

On controlled access highways, I will access the work site only at established points of entry or exit. I will not cut the right-of-way fence at any time. Whenever possible, I will complete mowing operations on one side of the roadway before beginning operations on the other side.

I will remove forage from the center median area of a **divided highway only** under the following conditions: All forage removal equipment **must** travel in the same direction as the traffic in the closest travel lane and will not, under any circumstances, be operated in the direction opposite to oncoming traffic in the nearest driving lane.

I will cut and remove all forage that is reasonably accessible to be cut and baled within the area applied for. Throughout the entire length of my permit area, I will ensure that a minimum six-foot (6') wide swath beginning at the



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paved edge of the roadway is cut/mowed unless the terrain makes it impossible or hazardous to do so, or in areas where the existing vegetation is less than four inches (4") in height at the time of its cutting.

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 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 Department 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 claims to the removed forage.

At no time will any equipment used in forage removal operations be driven/operated by anyone other than a person holding a current, legal operators license (drivers license).

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

All equipment used for forage removal should be cleaned prior to entering or exiting MDT Right of Ways to minimize the spread of Noxious weed seeds.

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.

Permittee's failure to comply with any part of this agreement is grounds for its immediate termination and loss of future privilege to remove forage from Department right-of-way for a minimum of two 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 save the Department harmless from all lawsuits, occurrences and complaints which arise from permittee's operations, specifically including traffic accidents. Permittee agrees to defend, protect, indemnify and save harmless the State of Montana and Department 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 the State and Department'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 one week. **This permit is not transferable.**

The parties expressly agree and understand that, by this agreement or the work under it, the Permittee is not an employee or agent of the Department 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

Maintenance Chief

Date