THIS AGREEMENT, entered into this the ___ day of _____________, 20___, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and ________________________________ herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between _______________________________________________________________ ____________________________________________________________________ ____________________________________________________________________ on Route _____, the APPLICANT agrees to maintain the vegetative cover in the _______________________________________________________________________by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches _____ inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounting of the clippings or other incidental debris occurs.

In accepting the above, the Department of Transportation and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise the Department of Transportation reserves the right to remedy this situation in the most expedient manner.
2. The Department of Transportation is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. Signs indicating "MEN WORKING" can be obtained from the Department of Transportation prior to work and must be returned after completion of work.

3. If Department of Transportation construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the Department of Transportation to establish a stand of vegetative cover if deemed necessary by the Department of Transportation and then the APPLICANT’s responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by the Department of Transportation.

4. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

5. All work shall be subject to the inspection and approval of the Alabama Department of Transportation. Description of the proposed work must accompany this and any associated proposal. If the maintenance is not conducted as specified herein, the Department of Transportation shall assume maintenance and this Agreement will be invalid. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant applicant any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. The APPLICANT shall be solely responsible for and hold harmless the Alabama Department of Transportation for any claim for damage done to existing private property, public utility, or the traveling public.

8. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

9. Failure of the APPLICANT to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the Department of Transportation.

10. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use
resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

a. The term “hold harmless” includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

The above conditions are agreed upon:

Name of APPLICANT:

_______________________________________

BY __________________________
Name and Title    Date

BY __________________________
Name and Title    Date

BY __________________________
Name and Title    Date

_____________________________________
Telephone Number

For the Alabama Department of Transportation:

___________________________________   Date
District Manager

___________________________________   Date
Division Engineer

___________________________________   Date
Maintenance Engineer