ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

Permit No.__________________

DIVISION__________________  DISTRICT____________________________

THIS AGREEMENT, entered into this the ____ day of ______________, 20_____, by and
between the Alabama Department of Transportation acting by and through its Transportation
Director hereinafter referred to as the STATE and ________________________, in an effort to
secure a more efficient and safe traffic flow within the city limits of ______________________
along Route ___________________, the____________________________________ agrees to
maintain the existing service road in the state right-of-way from milepost ________ to _______,

including but not limited to, pavement structures, ditches, drainage structures, signing, striping,
pavement markings, and lighting. All maintenance shall conform to standards and specifications
of the Alabama Department of Transportation and the Manual on Uniform Traffic Control
Devices. Construction of service roads, and subsequent access turnouts, shall be requested by
permit and be subject to approval by the Alabama Department of Transportation. It is
furthermore understood by the parties that the map attached hereto describes the current situation
as to the existing service road. The parties understand that this agreement and the map attached
hereto may be amended by the mutual agreement of the parties.

In accepting the above, the Department of Transportation and club, group, business, or
municipality agree to do the following:

1. Adequate sight distances must be 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.
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 groups', clubs', business', or municipalities' 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. 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.

5. The club, group, business, or municipality agrees to store no equipment, materials, or debris of any kind 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 and equipment.

6. 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.

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.

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

8. Failure of the club, group, business or municipality 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.
The above conditions are agreed upon:

Name of Club, Group, Business or Municipality:

BY__________________________
Name and Title                      Date

BY__________________________
Name and Title                      Date

BY__________________________
Name and Title                      Date

_____________________________________
Telephone Number

Reviewed as to Form

______________________________
Counsel – State of Alabama
______________________________
Department of Transportation

For the Alabama Department of
Transportation:

______________________________  Date
District Manager

______________________________  Date
Division Engineer

______________________________  Date
Maintenance Engineer