

# HEATH TOWNSHIP

2801 PINE RUN ROAD

SIGEL, PA 15860

814-752-6208

agrees to prohibit the use of "Jake Braking" within the Township limits for vehicles under it's control.

6. Permittee shall and does hereby indemnify and save harmless the Township, and all its officers, agents, and employees, from all suits, actions or claims of any character, name or description brought forth or on account of any injuries received or sustained by any person, persons or property during the performance of Permitte's work and prior to the road(s) being repaired.

7. This Agreement shall become effective upon signing hereof, and shall continue for a period of \_\_\_\_\_ days, as long as Permittee complies with the terms hereof, or until otherwise terminated in the sole discretion of the Township Supervisors due to Permittee's non-compliance with any provision of this Agreement, without liability on the Township for any early cancellation. The Supervisors shall provide written notice of such cancellation at which time termination and inspection procedures shall be instituted as set forth above. Permittee's obligations hereunder shall continue until such time as the conditions caused by their use are restored to original conditions.

The Township reserves the right, through its duly appointed Roadmaster, to suspend this permit during such times, including but not limited to spring thaw, when in the Roadmaster's sole discretion, the condition of the road(s) may not support the weight of the loads without causing substantial damage. Following re-activation, the term of this permit shall be automatically extended for the period of time of the suspension.

8. Permittee shall pay an administrative fee of \$200.00 to cover the cost of administering this agreement and shall provide a bond (irrevocable letter of credit, or other surety sufficient to the Township) in the amount of \_\_\_\_\_ Dollars, calculated at a rate of \$6,000.00 per mile of unpaved road, and \$12,500.00 per mile of paved road, which shall be held by the Township as a guarantee to pay for any necessary repairs, and/or in addition to such other bond or surety as may be required by the Township and set