MAINE TURNPIKE AUTHORITY
WORK PERMIT

The **Maine Turnpike Authority** grants permission to **Town of , Maine** (Permittee) to enter upon the property of the Maine Turnpike Authority in , Maine as shown on a sketch submitted for the purpose of:

Subject to a document titled "Maine Turnpike Authority - Work Permit Rules and Guidelines" and the following conditions:

1) **Permitee** indemnifies and holds harmless the **Maine Turnpike Authority** from any and all responsibility related to work on the aforesaid property or the presence thereon of **Permitee's** employees and agents. This includes, but is not limited to, any claims, losses damages and expenses (including attorney's fees and litigation costs) that arise from or are related to the presence of **Permitee's** employees or agents on the property. Nothing contained herein is intended to waive the defenses and immunities available to the **Maine Turnpike Authority** with respect to third parties under the provisions of State or Federal Law including, but not limited to, the defenses and immunities provided under the Maine Tort Claims Act.

2) Prior to any entrance onto the Authority's land, **Permitee** will file with the **Maine Turnpike Authority** certificates of insurance evidencing public liability insurance and workers compensation insurance with such limits as the **Maine Turnpike Authority** shall require, which in all cases shall be a minimum of one million ($1,000,000) dollars, and the **Maine Turnpike Authority** shall be named as an additional insured.

Permitee shall maintain the insurance required by this paragraph with the Authority named as an additional insured, for so long as **Permitee's** employees or agents will be accessing Authority property whether the access is for construction or for routine maintenance and operation of this or any other installation.

3) **Permitee** shall notify the Authority in advance of its work schedule. The Authority must approve of the schedule and may decide to be present while the work is being completed. The **Permitee** acknowledges and agrees that the **Permitee** shall be responsible for all costs incurred by the **Maine Turnpike Authority** acting in connection with the review, assessment, and negotiation of, and any necessary investigation into, any matters associated with this permit, including, but not limited to costs of reviewing any materials or documents submitted; any field work done in connection therewith, and any engineering, dig safe, survey, or legal fees associated therewith, whether or not the project is ever carried to a successful conclusion.

4) The **Permitee** must abide by all applicable local, state, and federal regulations pertaining to workplace safety, including but not limited to high visibility clothing, signage, and warning lights. Median openings shall not be used.

5) The **Maine Turnpike Authority** further reserves the right to revoke this permit in the event of a breach of its conditions as well as for any reason whatsoever that, in the sole judgment of the **Authority**, warrants such a revocation.

Signed;

_____	_____
Stephen R. Tartre, PE Date	Town of , Maine
Maine Turnpike Authority	
	_____
	Date