



**NOTICE OF PERMITTEE LIABILITY**  
**Permittee Agreement for Land Use Permit**

I the undersigned Permittee/Agent, acknowledge that I have read and I am fully cognizant of all of the following requirements for permit approval.

Permittee \_\_\_\_\_

Permittee \_\_\_\_\_

*John Q. Smith*

Date

*6/1/2010*

Any of the following provisions, which can apply, shall apply:

1. Permittee acceptance and use of a *Virginia Department of Transportation (VDOT)* Land Use Permit is prima facie evidence that the permittee has read and is fully cognizant of all required permit provisions, applicable traffic control plans and associated construction standards to be employed. **ALL** applicants to whom permits are issued shall at all times indemnify and save harmless the **Commonwealth Transportation Board**, members of the **Board**, the **Commonwealth**, and all **Commonwealth** employees, agents, and officers, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law.
2. The permittee agrees to secure and carry insurance against liability for personal injury and property damage that may arise from the work performed under permit and/or from the operation of permitted activity-up to one million dollars (\$1,000,000) each occurrence to protect the **Board** members and the Department's agents or employees; seventy-five thousand dollars (\$75,000) each occurrence to protect the **Board**, the **Department**, or the **Commonwealth** in event of suit.
3. The permittee assumes full responsibility for any and all (downstream flooding, erosion, siltation, etc.) damages that may occur as a result of the work performed under this permit. Furthermore, the **Department** will in no way be responsible for any damage to the facility being placed as a result of future maintenance or construction activities performed by the **Department**.
4. The permittee agrees to move, remove, alter, or change any installation that interferes with the ultimate construction of the highway in alignment or grade at **NO** cost to the **Department** unless otherwise stipulated and agreed to by the **Department**.
5. The permittee shall immediately correct any situation that may arise as a result of these activities that the Residency Administrator or his/her representative deems hazardous to the traveling public.
6. Any and all highway signs, right-of-way markers, etc., disturbed as a result of work performed under this permit shall be accurately reset by the permittee immediately following the work in the vicinity of the disturbed facility. The services of a certified land surveyor with experience in route surveying may be required.
7. It shall be the permittee's responsibility to obtain **ANY** and **ALL** necessary permits that may be required by any other government agencies, i.e., **U.S. Army Corp. of Engineers, Department of Environmental Quality, Soil Conservation Services**, etc.
8. A copy of the VDOT Land Use Permit shall be kept at the work site at all times.