

## Portable Truck Bridge Rental Use Agreement

THIS IS A REQUIRED ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY AGREEMENT.

\_\_\_\_\_, their agents and contractors (hereinafter “user”) hereby acknowledges and represents that the State of Vermont, Department of Forests, Parks & Recreation (hereinafter “State”), agrees to allow the user to use a Folding Truck Bridge, constructed by ADM Welding and Fabrication LLC. for the State, for use associated with users independent logging operations.

\_\_\_\_\_ will utilize the Portable Truck Bridge #\_\_\_\_\_ to cross \_\_\_\_\_ brook on their property at the approximate Latitude and Longitude of \_\_\_\_\_, \_\_\_\_\_. The user hereby acknowledges and represents that the State provided manufacturer specifications concerning the design and construction of the Folding Truck Bridge, as well as installation instructions, attached hereto, and that the user may voluntarily elect to use such Folding Truck Bridge and user acknowledges and accepts the following conditions:

- 1) The “user” includes the Conservation Fund (landowner) and all of its agents and contractors including but not limited to: its consulting foresters and logging contractors and any agents or subcontractors associated with the logging operation.

- 2) The use of the Folding Truck Bridge by the user is at the user's own risk.
  
- 3) The user shall indemnify, defend and hold harmless the State and its officers and employees from all claims, suits, damages or demands for payment by any person arising from user's use of the Folding Truck Bridge. The user shall notify the State in the event of any such claims or suit, and the user shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement the user may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The user shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the user.  
  
The user shall indemnify the State and its officers and employees in the event the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the user.
  
- 4) The Department of Forests, Parks & Recreation MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE FOLDING TRUCK BRIDGE, INCLUDING THAT THE BRIDGE IS FIT FOR A PARTICULAR PURPOSE.

- 5) The Department of Forests, Parks & Recreation makes no assurances or guarantees as to the integrity or soundness of the Folding Truck Bridge and is not liable for any damage, injury, and/or death resulting from the voluntary use of the Bridge by the user.
  
- 6) The user is responsible for assuring that the Folding Truck Bridge is, in its present condition, is fit for the intended use.
  
- 7) The user shall maintain current certificates of insurance consistent with "Attachment C", including minimum limits of coverage, and shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of the use of the Folding Truck Bridge.
  
- 8) The user is responsible for all costs associated with loading, and moving the bridge to their logging site from the bridge storage location. Upon completion of the logging operation, the user is responsible for delivering the bridge to a location designated by the State. The State Watershed Forester will oversee the delivery. The user will be responsible for the cost of unloading the bridge at this location.
  
- 9) The user agrees to pay a security deposit of \$500, payable upon signing this agreement. This security deposit will be returned to the user upon the return and inspection of the bridge by the Watershed Forester.

- 10) The user agrees to pay the State of Vermont in the amount of \$100 per month for each month that the user has control or possession of the bridge. The first payment is due upon the installation of the bridge, and then at the beginning of each month thereafter. The checks will be made payable to the State of Vermont and will be sent to the Watershed Forester, who will administer the Portable Truck Bridge rental program.
- 11) The user shall be responsible for damage to the bridge above and beyond normal wear and tear. Damage may include bending or breaking the railing, damage to the decking due to excessive force, or other incidental damage.
- 12) The user agrees to construct the appropriate abutments for the Temporary Truck Bridge according to the specifications herein, for the purpose of protecting the bridge from damage. The abutments shall be constructed of concrete waste blocks. Each abutment shall be at least 15 feet wide and set on stable material. The abutments shall be no farther apart (bridge span) than 35 feet, and the bridge shall be set on the abutments using the appropriate sized excavator. The bridge may only be used for trucking after the Watershed Forester has inspected the abutments, and how the bridge is set on the abutments. All Acceptable Management Practices (AMPs) shall be followed by the user during installation and use

of the Temporary Truck Bridge, including proper road drainage and stabilizing the site with seed and mulch.

13)The user agrees to allow access to the bridge site by FPR with notification to the user or its designee. This includes permission to use the site in at least one workshop that highlights the use of the bridge (workshop not to interfere with the logging operation).

Dated this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_,  
Vermont.

By: \_\_\_\_\_

State of Vermont, Department of Forests, Parks and Recreation

By: \_\_\_\_\_