

**Agreement for a Special Event on State Highways**

Note: Carefully review your application and submit all required documents. Incomplete applications will delay processing.

Applicant Information (Printed in blue or black ink or Typed) is to be completed by an authorized representative of the organization, municipality, or public agency. The application may be approved, approved with conditions, or denied based on IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments on State Highway Rights-of-Way, and ITD Policies and Procedures. This form initially serves as an **application** for a special event. If approved by ITD, the completed form becomes an **agreement**. If the application is denied, the permittee will be notified of the reason(s) for the denial and the process for appealing by certified mail.

Event Contact	Independent Contractor Status: The service(s) to be rendered under this Agreement are those of an independent contractor. The above organization, as the Sponsor, is not an officer, employee, or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.				
	Authorized Representative (Print)		E-Mail Address		Phone Number
	Sponsoring Organization Name	Mailing Address	City	State	Zip
	Appoint a "Liaison" Officer: The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor. During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.				
	Liaison Officer Name		E-Mail Address		Phone Number
	Liaison Officer Mailing Address		City	State	Zip
	Traffic Control Contractor		E-Mail Address		Phone Number
Event Information	Event Name:			Planned Start Date and Time:	
	Event Type (ex: parade, race, community event):			Planned End Date and Time:	
	Highway	Beginning Milepost (e.g. 10.12)	Ending Milepost (e.g. 10.25)	County(s)	
Submitted Documents	<i>The documents below must be submitted with this form. Requirements for all documents are detailed in Sections I and II of this agreement.</i>				
	<input type="checkbox"/> Law Enforcement Approval: Prior to completion of this agreement the Sponsor must Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department. Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.			<input type="checkbox"/> Traffic Control Plan (TCP) drawn and signed by a certified Traffic Control Supervisor, including certification number as described in Section I of this document. The Sponsor must submit a TCP to the Department for approval at least twenty (20) working days before the event date(s).	
	<input type="checkbox"/> Release the State from Liability: The Sponsor will have all participants sign the general "release from liability" form included below. All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy 5546, "Special Events on State Highways." <i>If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.</i>			<input type="checkbox"/> General Release for Minors: The Sponsor will have all parents of minor participants sign the general "General Release for a Minor" form included below. All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy 5546, "Special Events on State Highways."	
	<input type="checkbox"/> Hold Harmless Release (if applicable): If the Sponsor does not wish to use an individual general release form, the hold-harmless clause included below must be attached to this agreement.			<input type="checkbox"/> Evidence of Insurance (described in Section I of this document)	
				<input type="checkbox"/> Detailed Event Route or Map (if applicable)	
<input type="checkbox"/> Payment receipt for the nonrefundable application fee payment confirmation \$50.					

THIS AGREEMENT, made and entered into on the date of signature by and between the Idaho Transportation Department, hereafter called the "Department," and the organization listed above, hereinafter called the "Sponsor," and as used herein denotes singular or plural thereof. WHEREAS, the Sponsor proposes to conduct an event, as described above, at the times and locations listed on this form. WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree to **Section I, Section II, and any additional provisions.**

**SECTION I: THE SPONSOR SHALL:****Prior to completion of this agreement:**

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department. Contact the appropriate District or Headquarters' Traffic Section for further assistance in determining the minimum insurance coverage required for all events.

Evidence of Insurance

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.
- All policies, except Workers compensation, shall name the State of Idaho, Idaho Department of Transportation as additional insured.
- All policies shall contain waiver of subrogation against the State of Idaho.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this contract at the State of Idaho's option.

Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. The Sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

Indemnification

The Sponsor shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of the Sponsor or its officers, employees, subcontractors, or agents under this Agreement, or arising from The Sponsor, its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of the Sponsor, its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

Required Insurance Coverage

The Sponsor shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **Commercial General and Umbrella Liability Insurance.** The Sponsor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than \$1,000,000.
- **Automobile Liability Insurance,** if applicable, covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- **Workers' Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer's Liability at minimum limits of \$100,000/\$500,000/\$100,000.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

Release the State from Liability. The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

**Exemptions -- Insurance Requirements**

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

File a Traffic Control Plan

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at the location and time listed below (at least a week prior to the event) for a traffic control briefing.

Meeting Location _____ Meeting Time _____

Bicycle events which do not have law enforcement escorts as a part of their traffic control plan, shall require participants to ride as close as possible to the right hand (RH) edge of the roadway in single file formation, except when passing.

SECTION II: THE DEPARTMENT SHALL:**Prior to completion of this agreement:**

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible. If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

I certify that I am the Sponsor's Representative that the Sponsor has been made aware of and agree with Sections I and II of this form and all requirements of the agreement, including any and all restrictions, special provisions, and plans made a part of this agreement. I request permission to conduct an event within the State Highway right of way.

Authorized Representative's Signature	Authorized by (Organization/Sponsor)	Date
X		

Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby granted.

Idaho Transportation Department Authorized Representative's Signature	Title	Date
X		
Idaho Transportation Department Signature	Title	Date
X		
Idaho Transportation Department Signature	Title	Date
X		
Local Official (if applicable)	Title	Date
X		

**GENERAL RELEASE**

I, _____ (herein referred to as "Participant") (Print Name)

being of lawful age, and in consideration of participating in the

_____ on _____
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

Participant Signature	Date

.....

**GENERAL RELEASE**

I, _____ (herein referred to as "Participant") (Print Name)

being of lawful age, and in consideration of participating in the

_____ on _____
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

Participant Signature	Date

**GENERAL RELEASE (for a Minor)**

I _____, (herein referred to as "Parent") as a parent (or legal
(Parent Name)

guardian) of _____, a minor child, (herein referred to
(Minor Name)

as "Minor") in consideration of participating in the _____
(Name of Activity)

on _____ do hereby release and discharge the State of Idaho, the Idaho Transportation
(Date)

Department, and its agencies, officials and employees from and against all liability to the Minor, his/her
legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on
account of injury to the person or property of the Minor or resulting in the death of Minor, arising out of or
the result of participation in the above named activity.

Parent(s) agree to indemnify and defend the State of Idaho, the Idaho Transportation Department, and its
agencies, officials and employees from and against all claims, demands or suits that the Minor has or may
have, either before or after he/she has reached majority.

Parent(s) certify that they have carefully read all of the above provisions and know and understand the
contents and sign this General Release of their own free act.

Parent Signature	Date



Hold Harmless release

_____ is proposing to conduct an event called
(Sponsor)

_____ on State Highways, do hereby indemnify,
(Name of Event)

save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

Sponsor

Date