



Your Safety • Your Mobility  
Your Economic Opportunity

## AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS – LOCAL GOVERNMENT SPONSOR

ITD 0272 (Rev. 08-18)  
itd.idaho.gov

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_(year), by and between the Idaho Transportation Department, hereafter called the  
“Department,” and \_\_\_\_\_,  
whose address is: \_\_\_\_\_,  
and phone number is: \_\_\_\_\_, hereinafter called the “Sponsor,” and as used  
herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a \_\_\_\_\_ event called the  
(parade, bike, race, etc.)  
\_\_\_\_\_, located in \_\_\_\_\_,  
on \_\_\_\_\_ from Milepost \_\_\_\_\_ to Milepost \_\_\_\_\_  
(Highway name or designation)  
on the following date(s) \_\_\_\_\_,  
from \_\_\_\_\_ until \_\_\_\_\_ and  
(Start time) (End time)

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the  
parties do hereby mutually agree as follows:

### 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.**

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. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement.

- 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 herein.
- 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 Agreement at the State of Idaho's option.
- The Sponsor shall require all subcontractors to carry liability insurance in the minimum amount of \$1,000,000 and name the Idaho Transportation Department as an additional insured.

### **Independent Contractor Status.**

The service or services to be rendered under this Agreement are those of an independent contractor. (Insert name of Local Government; i.e. City of XYZ or XYZ Highway District), 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.

### **Indemnification.**

(Insert name of the Local Government; i.e. City of XYZ or XYZ Highway District) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its offices, 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 (insert name of the Local Government; i.e. City of XYZ or XYZ Highway District) or its officers, employees, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of the Local Government; i.e. City of XYZ or XYZ Highway District) its officers, employees, 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 (insert name of the Local Government; i.e. City of XYZ or XYZ Highway District), 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.**

(Insert name of the Local Government; i.e. City of XYZ or XYZ Highway District) shall obtain and keep in force during the term of this Agreement, insurance of the types and in the amounts described below.

- **General Liability Insurance.** (Insert name of the Local Government; i.e. City of XYZ or XYZ Highway District) shall maintain general liability (GL) insurance with a limit of not less than the minimum required under the Idaho Tort Claims Act.
- **Automobile Liability Insurance, if applicable.** (Insert name of the Local Government; i.e. City of XYZ or XYZ Highway District) shall maintain automobile liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than the minimum required under the Idaho Tort Claims Act.
- **Workers' Compensation.** (Insert name of the Local Government; i.e. City of XYZ or XYZ Highway District), where required by law, shall maintain all statutorily required coverage including Employer's Liability limit of not less than the minimum statutory requirement.

### **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 the Sponsor's liability under the indemnities granted to the State of Idaho in this Agreement.

### **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."

### **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 \_\_\_\_\_ on \_\_\_\_\_ (at least a week prior to the event) for traffic control briefing.

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

**Appoint a "Liaison" Officer.**

Herein named \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address Phone

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.

**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 a 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 the 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.

**Local Government Sponsor:**

**Representing:**

\_\_\_\_\_  
(Local Government Sponsor/Authorized Representative)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**Notary for Local Government Sponsor:**

SUBSCRIBED AND SWORN to before this \_\_\_\_\_ day of \_\_\_\_\_.  
Month and Year

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission expires: \_\_\_\_\_

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

**IDAHO TRANSPORTATION DEPARTMENT**

By: \_\_\_\_\_  
District Engineer/Authorized Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Highway Operations Engineer,  
if applicable

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Local Official, if applicable

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

**Notary for Department:**

SUBSCRIBED AND SWORN to before this \_\_\_\_\_ day of \_\_\_\_\_.  
Month and Year

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_

## HOLD HARMLESS RELEASE

\_\_\_\_\_ proposing to conduct an event called  
(Sponsor)

\_\_\_\_\_ on State Highways, do hereby indemnify, 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 during the event that is the subject of this Agreement.

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Date

## GENERAL RELEASE

I, \_\_\_\_\_ (hereinafter referred to as "Participant") being of  
(Print Name)

lawful age, and inconsideration of participating in the \_\_\_\_\_,  
(Name of Activity)

on \_\_\_\_\_, do hereby release and discharge the State of Idaho, the  
(Date)

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)

\_\_\_\_\_  
(Date)



**GENERAL RELEASE**  
**(for a minor)**

We, \_\_\_\_\_ and \_\_\_\_\_  
(Print Name) (Print Name)

Husband and wife (hereinafter referred to as "Parents") as Parents (or legal guardians) of

\_\_\_\_\_, a minor child, (hereinafter referred to as "Minor")  
(Print Name)

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.

Parents 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.

Parents certify that they have carefully read the above provisions, and know and understand the contents, and sign this General Release of their own free act.

\_\_\_\_\_  
(Parent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Parent)

\_\_\_\_\_  
(Date)