



4. In connection with the use by First Party of overweight loads on Jackson County Roads as defined above, First Party agrees to use only those roads in Jackson County that are designated by Second Party as follows:

**JACKSON COUNTY ROADS TO BE USED LOADED OR UNLOADED:**

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5. **THIS AGREEMENT IS VALID FOR ONLY THOSE JACKSON COUNTY ROADS LISTED ON THE PERIVIIT FORM AND FOR THE PERIOD OF TIME STATED.**
6. First Party recognizes that the maximum weight permitted on Jackson County Roads is 58,420 pounds per axle and agrees not to exceed that total weight in its use or motor vehicles on Jackson County Roads. However; load limits on specific county roads and bridges were established by Jackson County Commissioner's Court Order dated March 14, 2005.
7. As to overweight loads, First Party agrees to avoid blocking, impeding, or interfering with other traffic on any Jackson County Road so that each County Road being used by First Party will be open and safe for travel by the public at all times.
8. In the event of road damage caused by overweight loads of the First Party, First Party agrees to pay Jackson County for expenses incurred by Jackson County in repairing such damage. Such payments will be made by First Party to Jackson County on or before thirty (30) days after being billed by Jackson County. Failure of First Party to make such payment will automatically cancel and terminate this agreement without further notice in First Party.
9. First Party agrees to secure and deliver a Certificate of Insurance in the amount of \$100,000 to Jackson County to insure payment by First Party for damages to Jackson County Roads caused by overweight loads.
10. First Party request the County Commissioner, in whose precinct road damage occurs, to promptly notify First Party by telephone of such damages and First Party authorizes such County Commissioner to immediately commence repair operations to said county roads and Second Party grants to First Party the option to either make repairs or be billed for such repairs.

11. Nothing herein shall be construed as a Waiver by Jackson County Commissioners Court of the authority to regulate weight or size limits on Jackson County Roads under and by virtue of Article 6702, Section 2.301, or any other authority granted under the Laws of the State of Texas as set forth in Vernon's Revised Texas Civil Statutes, but the Rights and Authority granted Jackson County by the terms of said laws and regulation of Jackson County roads on weight or size limits are expressly reserved by Jackson County and the Commissioners' Court of Jackson County in the event First Party willfully fails or refuses to abide by the terms and conditions set forth.
  
12. It is your company's responsibility to keep the above designated county roads bladed, maintained and add material when needed for the safety of the traveling public. It is also your responsibility to notify all contractors of the designated route.
  
13. Operations permitted hereby shall begin on or after \_\_\_\_\_, and terminate on or before \_\_\_\_\_.

SIGNED ON: \_\_\_\_\_, 20\_\_

**FIRST PARTY: BY:**

BY: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
COMPANY TELEPHONE CO.

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
MOBILE CONTACT SUPERVISOR

**SECOND PARTY:**

\_\_\_\_\_  
COMMISSIONER

JACKSON COUNTY  
COMMISSIONERS' OFFICE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FAX NO: \_\_\_\_\_

\_\_\_\_\_  
EMERGENCY NO: \_\_\_\_\_