

**ROAD MAINTENANCE AGREEMENT**

This Maintenance Agreement is made and entered into by and between **Granite County, a political subdivision of the State of Montana** (“County”) of P.O. Box 925, Philipsburg, Montana 59858, and \_\_\_\_\_ (“Landowner”) of \_\_\_\_\_. County and Landowner may be jointly referred to herein as “parties”.

Based upon the exchange of valuable consideration, the receipt of which is acknowledged by both parties, the parties mutually and voluntarily agree as follows:

1. Landowner provide certain road maintenance services (aka work) as stated below. Such services shall be completed in a reasonably timely, professional, and workmanlike manner. All such services include labor and equipment. Work and materials to be provided shall by Landowner shall include the following: \_\_\_\_\_ at location described as: \_\_\_\_\_. Landowner must notify the County in writing at least five (5) business days prior to commencing any work by sending an e-mail to: bkulaski@co.granite.mt.us /.
2. Term of the is Agreement is as follows: \_\_\_\_\_.
3. Services provided by County at only at the specific location(s) stated as follows: \_\_\_\_\_.
4. County will not pay for any maintenance or materials.
5. Landowner will defend and indemnify County for any and all liability caused to County by Customer. Landowner shall name Granite County as an additional insured on Landowner’s general liability insurance policy with such liability insurance coverage being at least \$1.5 million in aggregate liability insurance coverage. Written proof of such insurance coverage will be provided to County prior to any work being performed hereunder by Landowner.
6. All snow plowing, if done, will be completed in a professional manner by landowner with snow to be removed from the complete roadway (both lanes of road) with a reasonable and customary turn-out installed by landowner; no parking vehicles in the County road rights-of-way; all snow berms shall be removed by landowner from across driveways and public road access points; snow berms shall have 2-foot diameter holes punched periodically (at least every 50-feet) to allow for proper run-off.
7. If any dispute arises hereunder, the parties shall formally mediate the dispute before a mutually agreed upon mediator, sharing equal costs, prior to any lawsuit being filed.
8. If this Agreement is litigated, venue is only proper in Granite County, Montana; and the prevailing party is entitled to reasonable costs of suit, including reasonable attorney fees. All parties signing below acknowledge they have authority to act for their respective entity.

So Agreed.

**For County:**

\_\_\_\_\_  
Printed Name: Chair of Granite County Commission  
Date: \_\_\_\_\_

**For Landowner:**

\_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_