

Road Maintenance & Improvement Initiative

Customer Liability Agreement

Rolette County has adopted a Road Maintenance and Improvement Initiative. The following is the policy for private road maintenance. Rolette County will open primary and secondary roads first, before private road maintenance is completed. Private roads will not be maintained, unless Maintenance and Liability Agreement has been signed and payment received.

- Charge will be \$50/driveway maintenance each time
- Minimum \$150 Down payment
- Release of Liability must be signed in Courthouse prior to service
- Form can be mailed upon request, by calling the County Auditor's Office 477-5665
Signed Release of Liability form with check or cashier's check, must be received prior to service. Cash payments may be made in person, but not accepted in the mail.
- Driveway must be verified by the respective shop and supervisor and/or shop and Commissioner of each shop. If driveway cannot be done, road supervisor and commissioner will make the decision, not one person.
- Driveway must be on current road maintenance route to receive service.
- County cannot guarantee immediate service, if payment and form is submitted during a storm.
- Once paperwork is signed and payment received, county shop will be notified.
- Person receiving service must call respective shop the night before or early morning the day wanting service and leave message on the shop answering machine.
- If you do not leave a message before operators leave the shop in the morning, service is not guaranteed the day of service call. Maintenance will be completed as time allows, after Primary and Secondary road maintenance.
- In case of dispute of service from landowner, road supervisor and respective commissioner will have the final decision.

Disclaimer and Waiver of Liability

The Customer understands that snow removal may not clear the area to "bare driveway" and that slippery conditions may continue to prevail even after removal has occurred.

The Customer understands that Rolette County assumes no liability for this naturally occurring condition.

The Client understands that snow removal, by its very nature, involves using heaving equipment over the surface of the driveway.

If your driveway is defective, deteriorated, weakened, frost heaved, or was originally defective, the results of this previous damage are more likely to appear after snow removal.

Rolette County is not responsible for any damages to driveway for the reasons stated above.

It is Rolette County's policy to stay a minimum of 25' away from residences, outbuildings, and all vehicles parked in the removal area.

If a vehicle is blocking the snow removal area, Rolette County will only work on the open portion of the removal area.

The Customer is responsible for any damage to obstacles that protrude from the surface of the road that are not clearly Marked.

This includes utilities such as water shut offs, electrical boxes, sewer vents and clean outs and any other obstacles on or within 25' of driveway.

Rolette County will exercise reasonable care to avoid damage to pavement, grass, trees and shrubs.

However, the Rolette County is not responsible for any;

1. Damage to landscaping caused by the removing or piling of snow
2. Damage to items that are snow-covered or not visible.

It is the customer's responsibility to install marker stakes along the driveway to help protect the lawn and other property from damage.

If marker stakes are not installed, Rolette County is not responsible for any damage.

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|------------|----------|
| Date: | Deposit: |
| Signature: | Address: |

Designated Shop:

St. John Shop 477-5249 _____ Dunseith Shop 244-5273 _____

Rolla Shop 477-0838 _____ Rolette Shop 246-3674 _____

Contact Rolette County Auditor for information or questions, 477-5665, or at the Courthouse at 102, 2nd ST NE, Rolla ND 58367.