

LIBERTY COUNTY WEED CONTROL

HAYING, SEEDING & SPRAYING AGREEMENT

This agreement made and entered into this _____ day of _____, _____ by and between Liberty County, the Liberty County Weed Board and _____ hereinafter referred to as the Contractor for the purpose of seeding, haying, and approved weed control practices of said right of way:

County road right of way must be seeded to prevent blowing, erosion or weed accumulation. Rights of way that need to be seeded or rights of way that already are seeded that have a good grass cover may be entered into this agreement.

The Contractor agrees to seed the said right of way in the _____, and harvest if it is economically feasible for the Contractor to do so. The landowner will have the first right of refusal. When mowing operations are begun, the work must be completed without delay except for inclement weather. Windrows and bales must be kept off of the road surface. All forage must be baled and removed from the right of way within a week after being baled. Should it become necessary for the Weed Department to dispose of the products in the right of way, by reason of the permittee's refusal or failure to remove said products by stated time limits, the permittee agrees to pay all cost and expenses of such removal.

If at any time during this agreement NOXIOUS WEEDS appear on said right of way, the area may still be mowed if done before the weeds start to set seed. If the grasses are not mowed before this time, the Department will enact its control methods and mark such areas. The land outside of the marked area can still be mowed by the Contractor. If not mowed by August 15, the Liberty County Weed Board, or its designee, shall have the right to mow the right of way.

It is agreed by the parties hereto that the Contractor is an independent contractor and agrees to be held responsible and save harmless the Liberty County Weed Board and the Liberty County Commissioners, the County Officer and its agents from any and all losses, damages and injury from seeding, haying and approved weed control from the above mentioned right of way.

The contractor agrees to maintain liability insurance and does certify that it has the following liability insurance:
Liability Insurance Company:

Policy Number:

Liability Amount (Minimum Limits \$500,000 per single occurrence):

Proof of insurance must be provided to the Liberty County Weed District by June 1 of each year of this contract.

This agreement shall be in effect through the calendar year 20__, with an option for renewal, subject to the adjacent landowner's right of refusal.

Contractor

Chairman, Liberty County Board of Commissioners

Chairman, Liberty County Weed Control Board