



Indiana Department of Revenue
**Oversized/Overweight Transporting Company
 Agreement**

This application is made and offered _____, 20_____, to and between the State of Indiana, acting by and through the Indiana Department of Revenue, (hereinafter referred to as the "State") and

Legal Company Name: _____
 (Hereinafter referred to as the "Transporting Company").

Doing Business As (if applicable): _____

Company Type: (ex. Corporation, etc.) _____

Physical Address: _____

Mailing Address: _____
 (Include City, State, Zip and County)

Federal Identification Number (Social Security Number if sole proprietor): _____

US DOT Number: _____
 (If the vehicle has a gross vehicle weight or gross combined vehicle weight of 10,001 lbs. or more.)

Federal Motor Carrier (MC) Number: _____
 (A company that provides truck transportation of cargo belonging to others and is paid for doing so is required to obtain an MC number to operate as an interstate for-hire carrier.)

The Transporting Company shall:

1. Request a permit for all oversize and/or overweight vehicular movements.
2. Indemnify, defend, exculpate, and hold harmless the State, its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the issuance of permits, as herein provided, or the work connected herewith, or from the installation, existence, use, maintenance, condition, repairs, alterations, or removal of any equipment or material, whether due in whole or in part to the negligent acts or omissions (1) of the State, its officials, agents or employees; or (2) of the Transporting Company, its agents, or employees, or other persons engaged in the performance of the work; or (3) the joint negligence of any of them; including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order or decree. The Transporting Company also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State in connection herewith in the event that the Transporting Company shall default under the provisions of this paragraph.
3. Have valid insurance coverage on the vehicle for at least the minimum value required by the statutes of the State. The insurance must be valid for the time this agreement is in force.
4. Be responsible for the validity of all checks and instruments used in the payment of permit fees which must be paid as required.
5. Agree to the recording of all telephone conversations for the purpose of ordering and issuing permits.
6. Order future permits by using the Company Number. The number will be used to identify the Transporting Company.
7. Use only the permit application forms which will be prescribed by the State.
8. If a permit must be sent to a driver, Form M-233 or other Department approved form must be completed and sent in a format and by a method previously approved by the State.
9. Use only the State's telephone lines to call in permit application data.
10. Certify that the permit form will be completed properly, including the starting and expiration date, describing accurately the truck when loaded with the object to be hauled, giving the origin of the load, the destination of the load, and only the state routes by title and number, which will be used to move the load.
11. Check the routes to be requested for restrictions, detours, and especially overhead clearances for high loads.

12. Explain the General Provisions and any Special Provisions to the driver and any escorts. Any Special Provisions provided over the telephone must be written on the application in the appropriate blank. Have the driver read and sign at the bottom of the form.
13. Give written notice to the State in order to cancel this agreement, effective upon expiration of any outstanding permit. The Transporting Company will also give notice and complete a new agreement if any ownership or corporate change occurs. This agreement is valid until canceled for cause, or until an ownership or corporate change occur, whichever occurs first.

The State will:

1. Give written notice to the Transporting Company in order to cancel this agreement on the effective date stated in the written notice.
2. Provide to the Transporting Company information on routes, load dimension limits and all other matters pertaining to the issuance of permits for oversize and/or overweight loads.
3. Provide Special Provisions as required.
4. Make every effort to assure that the Company Number is not compromised. If either party is aware of any compromise, a new number will be issued.

The Transporting Company understands and agrees that:

- 1) Review of bridge clearances is for height only from shoulder to shoulder (travel lanes only). It is the company/driver's responsibility to make sure there is enough height clearance to use the shoulder, or beyond, due to obstruction or an accident.
- 2) All permits cover only travel on interstates, U.S. routes, and state highways. Permits issued do not cover any city streets or county roads. You must contact the city or municipality for approval to travel on their maintained roads.

The undersigned warrants that he is the applicant, or that he is the authorized representative, agent, member, or responsible officer of the applicant, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Under penalties of perjury, I declare that I have examined this document and to the best of my knowledge and belief, it is true, correct, and complete.

Written Signature

Date

Daytime Phone Number

Printed or Typed Name and Title

Fax Number

Email Address

Mail this form to: Indiana Department of Revenue
7811 Milhouse Rd, Suite M
Indianapolis, IN 46241-9612