

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

APPLICATION FOR A PERMIT TO OPERATE LONG COMBINATION VEHICLES
(LCV's) FOR TRIPLE TRAILER COMBINATIONS IN EXCESS OF 90 FEET IN LENGTH
ON THE OHIO TURNPIKE

The _____
(Name of Company)

(Home Office Address)

hereby makes application for a Permit to operate triple trailer combinations ("Triple"), subject to the following conditions:

1. A Triple shall consist of a tractor, a semi-trailer, a dolly, a second semi-trailer, a dolly and a third semi-trailer. The minimum and maximum length dimensions, weight and weight distribution of a Triple are provided in the Provisions which are attached hereto and made a part hereof as specific requirements of operating pursuant to this Permit.

2. The vehicles and equipment used by the Permit Holder must be approved by the Commission, prior to operating on the Ohio Turnpike, which reserves the right to withdraw such permission at any time.

3. A Triple must be driven only by drivers certified by the Commission. Driver qualifications are described in the Provisions. Drivers must carry identification cards issued by the Commission and be able to produce them when requested by any police officer, toll collector, or administrative employee of the Commission.

4. The Permit Holder shall and does agree to indemnify, protect and hold harmless the Commission, its officers, agents, employees, and representatives from and against all suits, claims, causes of action, losses, judgments, damages (including incidental and consequential damages), costs and expenses (including attorneys' fees and all other costs of defense) of any nature, kind or description, which (i) arise out of, are caused by or result from any, error or omission to act of the Permit Holder, its principals, employees, subcontractors and agents in the performance of this Agreement, and (ii) are attributable in any manner to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or damage or destruction of property. This agreement of indemnity shall survive expiration or termination of this Permit. Nothing herein contained shall require the Permit Holder to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission.

5. Immediately upon the execution of the Permit, the Permit Holder shall forward to the Commission certificates of insurance which show that the Permit Holder is insured by an insurance company or companies approved by the Commission. Said insurance shall be maintained in full

force and effect during the term of the Permit. It shall protect the Permit Holder from liability and claims for damages for bodily injury, including wrongful death, and for damages to property caused by an accident arising from the Permit Holders acts pursuant to the Permit. Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the Ohio Turnpike and Infrastructure Commission.

Said Certificate of Insurance shall be in the following amounts:

- (a) Commercial General Liability Insurance in an amount **not less than** \$2,000,000 for injuries, including those resulting in death to any one person or persons arising from any one accident.
- (b) Commercial General Liability Insurance in an amount **not less than** \$1,000,000 for damage to, or destruction of property, on account of any one accident, **and** in an amount **not less than** \$1,000,000 in the aggregate during each policy period each of which shall be not longer than one year.
- (c) Automobile Liability Insurance Policy for Bodily Injury and Property Damage **not less than** \$2,000,000 combined single limit.

The Permit Holder shall be required to **submit certificates of insurance which shall name the Ohio Turnpike and Infrastructure Commission as an additional insured in the underlying policy or policies. The policy or policies shall be primary and non-contributory.**

Neither the general liability nor automobile liability policies shall contain a provision which eliminates coverage for damages arising out of the negligence of the additional insured.

The above described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission's Legal Counsel.

The Permit Holder shall also procure and maintain during the term of the Permit, **Ohio Worker's Compensation Insurance** covering all employees who engage in any work in connection with the performance of the Permit except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

The Commission may, at any time, require the Permit Holder to obtain any additional or other insurance. **'Long combination vehicles are covered. The Ohio Turnpike and Infrastructure Commission is an additional insured on the general and automobile liability policies. The policies are primary and non-contributory.'** shall be explicitly stated on the certificate of insurance.

6. Triple operations may be temporarily suspended by the Commission when road, weather, or traffic conditions so warrant.

7. A Triple covered under a Permit shall be made up and broken up on the Ohio Turnpike only in special assembly areas assigned to the Permit Holder by the Commission. The Commission reserves the right to control use of the assembly areas. The Permit Holder assumes all responsibility for its vehicles and equipment, as well as the contents, while such vehicles and equipment are parked or standing in a makeup-breakup area. If the Permit Holder wishes to use the Ohio Turnpike assembly areas they shall submit a Request to use OTIC Long Combination Vehicle (LCV) Assembly Areas application prior to using any of the assembly areas.

8. A Permit to operate a Triple in excess of 90 feet in length on the Ohio Turnpike is revocable by the Ohio Turnpike and Infrastructure Commission at will; it confers no property right on the Permit Holder or anyone else. The Ohio Turnpike and Infrastructure Commission reserves the right to amend or repeal the provisions pursuant to which a Permit is issued.

9. Causes which may result in the revocation of this Permit include: (a) failure of the Permit Holder to comply with any of the aforementioned conditions or requirements, or those included in the Provisions which are attached hereto; (b) failure of the Permit Holder to observe all of the rules and regulations and procedures of the Ohio Turnpike and Infrastructure Commission; (c) failure of the Permit Holder to operate a Triple on the Ohio Turnpike for a period of six consecutive months; (d) using assembly areas not specifically authorized by this Permit; and (e) any other reason when it is deemed to be in the best interest of the Commission.

10. Transportation of Division 1.1, 1.2, and 1.3 Explosives as defined in 49 CFR 173.50, Division 2.3 Gas, Poisonous by Inhalation, as defined in 49 CFR 173.115, Division 6.1 Poisonous Materials as defined in 49 CFR 173.132 and included in Table 1 of 49CFR 172.504(e), and Class 7 Radioactive Materials as defined in 49 CFR 173.403 is prohibited in a Triple in quantities that require placarding of any trailer. Other DOT regulated hazardous materials may be transported in quantities that require placarding of individual trailers provided the said materials are not placed in more than two of the three trailers and the said materials are not placed in the third (rear) trailer unless doing so is necessary to comply with the weight coupling requirements of Section V, Paragraph 3 of the Provisions. All DOT regulated hazardous materials transported in quantities below the threshold for which placarding is required may be transported in any trailer of a Triple.

The undersigned makes application for a Permit with the full knowledge and understanding of the terms and conditions of such Permit as set forth above.

DATE _____ COMPANY _____
(Permit Holder)
By _____
Title _____
USDOT # _____

Attach evidence of "Satisfactory" Safety Rating as assigned by Federal Motor Carrier Safety Administration.

THIS PERMIT is hereby issued with the understanding that the Commission may at any time require resubmission of applications with respect to the Permit itself, or any equipment or drivers approved for the operation of a Triple hereunder, as a condition of the continuation of this Permit. Unless terminated by the Commission, this Permit will terminate upon the expiration of the Commission's authority to issue such Permits. Any notice of revocation shall be effective when mailed to any address furnished to the Commission by the Permit Holder.

Dated this _____ day of _____, 20____

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

APPROVED:

By _____ By _____
Commission Counsel Executive Director

The Permit Holder certifies that all of the vehicles and equipment used pursuant to this Permit are obtained, inspected and maintained in strict accordance with the directives, rules or regulations promulgated by any governmental agency properly having jurisdiction.

(Company)
By _____
(Title)
By _____
(Print Name)
x _____
(Signature)