

Agreement for use of Public Road

Under the Jurisdiction of the Matamata-Piako District Council

Parties:

1. Matamata-Piako District Council

And

2. _____

(The Applicant)

Background:

1. Matamata-Piako District Council has the sole powers of control for all purposed including construction and maintenance of all district roads pursuant to the provisions of the Local Government Act 1974.
2. The Applicant wishes to carry out activities (as specified in Schedule 1) that involve or affect a district road.
3. The consent of Matamata-Piako District Council is required for those activities. Matamata-Piako District Council agrees to provide consent based on the conditions specified in Schedule 2 (attached).

Terms of Agreement:

1. The Applicant agrees to indemnify Matamata-Piako District Council against all claims, losses, damages and costs incurred by Matamata Piako District Council in relation to the activity.
2. The Applicant agrees to compensate Matamata-Piako District Council for any damage caused to any district road or structure on the district road (including but not limited to bridges and safety barriers) in relation to the activities.
3. The Applicant agrees to abide by all the conditions and specifications stated under this agreement (and Schedules 1 and 2) and agrees that any contravention of the agreement may result in Matamata-Piako District Council refusing future use of district roads.

Signed

Signed for and on behalf of
Matamata-Piako District Council by

Name: _____

Position: _____

Signature: _____

Signed for and on behalf of
The Applicant by:

Name: _____

Position: _____

Signature: _____

Form C1

Schedule 1

The Activity:

Provide a description of the activity/event taking place that requires the road closure

Location:

Provide details of the road (or section of road) you want to close

Road Name: _____

Length of Road (metres/kilometres) _____

Road Name: _____

Length of Road (metres/kilometres) _____

Attach additional pages if necessary

Additional Details (if any): _____

Timing:

Period of Closure:

From: Date: _____

Time: _____ (am / pm)

To: Date: _____

Time: _____ (am / pm)

Site Representative:

Provide the details of someone who will be on site managing the activity on the day

Name: _____

24 hr Contact Numbers: Day: _____ Night: _____

Coordinator:

Provide the details of a person arranging the activity and who can contact the person above if they can't be reached by phone

Name: _____

24 hr Contact Numbers: Day: _____ Night: _____

Applicant's Signature: _____ Date: _____



Conditions for use of Roads Within the Matamata-Piako District

1. The activity is either an occasion of significant community interest for charity or an activity of substantial local or national significance.
2. The application to use Council roads for the activity is accompanied by a signed 'Agreement for Use of Public Road' from the applicant, in which the applicant agrees to accept and abide by these conditions for the duration of the activity.
3. If the applicant has staged an activity previously, they must have demonstrated compliance with Council's conditions for use of district roads. They must have cleared any outstanding debts and have no record of accidents or incidents of concern to the Council.
4. The applicant must provide a detailed programme for the activity to Council. If there are any changes to the programme the applicant must notify Council immediately.
5. The applicant must provide adequate staff to control the activity while it is on Council roads.
6. All costs associated with the planning, advertising, signage, traffic control and lane closures must be met by the Applicant. If any temporary physical alteration is made to the road or roads, the Council may require a cash bond.
7. The applicant must have a Traffic Management Plan in place that has been approved by Council.
8. The applicant must notify all residents of the road affected by the closure before Council will consent to the road closure. Council will arrange for road closure notices in the local newspaper, with the cost of this advertising being met by the applicant.
9. The applicant must indemnify Council against any claim that may arise from the activity. Evidence of a satisfactory indemnity from an established financial institution must be available for scrutiny by Matamata-Piako District Council no less than one week before the activity commences.
10. Any refuse or litter associated with the activity must be collected and disposed of in an appropriate manner. All costs of disposal will be the applicant's responsibility.
11. The applicant will be liable for all actions of its agents or representatives acting within their actual or apparent authority.
12. The applicant agrees to compensate Matamata-Piako District Council for damage to any Council road or structure incurred in relation to the activity.
13. The applicant agrees to abide by all conditions and specifications stated under this agreement and understands that any contravention of the agreement may result in Matamata-Piako District Council terminating it immediately.

Applicant's Signature: _____ Date: _____

