

City of Canton Traffic Engineering
**ENDORSEMENT TO LIABILITY INSURANCE POLICY FOR VEHICLES
OPERATING WITH A SPECIAL HAULING PERMIT ISSUED BY
THE OHIO DEPARTMENT OF TRANSPORTATION**

Issued to (Insured/Applicant) _____

of (Mailing address) _____

Insured's Telephone Number _____ Amending Policy Number _____

Effective From (Date) _____ Until 12:01A.M. _____

Name of Insurance Company (Insurer) _____

COUNTERSIGNED BY _____

(Insurance Company Representative Authorized to Issue Policy Amendments)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

_____ The insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.

_____ The insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident
in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the City of Canton (Department), the insurer (company) agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date. **The telephone number to call is _____.**

Cancellation of this endorsement may be accomplished by the company or the insured by giving (1) 35 days notice in writing to the other party, and (2) by providing 30 days notice to the Department (said 30 days notice to commence from the date it is received by the Department at the Canton Engineers office 2436 30th St Ne, Canton, Ohio 44705).

The insurance policy to which this endorsement is attached provides (automobile) liability insurance and is amended to assure compliance by the insured, within the limits stated herein, with the contractual agreement between the insured and the City of Canton which results from the issuance of a Special Hauling Permit to the insured by the Canton Engineers office. This contractual agreement includes the following provision:

"Permittee will be held liable for any damage caused by the movement. The City of Canton assumes no responsibility for damage to the permittee's equipment or load being moved due to any such failure.

The permittee agrees to compensate the City of Canton for any damage to a roadway or road structure and also to indemnify, save harmless and defend the City of Canton and the City Engineer from and against all and any liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatsoever nature are incurred or brought against the City of Canton or the City Engineer as the result of injury to or death of persons or damages to or loss of property caused by acts or omission to act by the Permittee, its agents, servants and employees in the performance of movements under this permit, except to the extent that the negligence of the city of Canton or the City Engineer is proximate cause of the accident."

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (company) agrees to pay to the City of Canton, within the limits of liability described herein, any final judgment recovered against the insured for all damage to the roadway or road structures occurring during a movement authorized by the issuance of a Special Hauling Permit. The insurer (company) further agrees to be bound by the indemnification agreement included in the contractual agreement between the insured (permittee) and the City of Canton. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company.

It is further understood that the limits of the company's liability for the amounts prescribed in this endorsement apply separately to each movement made under a Special Hauling Permit and any payment under this endorsement as the result of any one movement shall not operate to reduce the liability of the company for the payment of final judgments resulting from liability arising out of any other movement.

The minimum level of liability insurance is five hundred thousand dollars. This minimum liability level has been established by the City Engineer under Section 4513.34 of the Ohio Revised Code and amplified in Rule 5501:2-1-10 of the Ohio Administrative Code. It is the responsibility of the insured to obtain liability insurance in amounts equal to or exceeding these minimum amounts as evidence of financial responsibility.

File with:
Canton Engineers office
Special Hauling Permit
2436 30th St NE, Bldg. A
Canton, OH 44705

REQUIRED BY LAW
OHIO REVISED CODE 4513.34
OHIO ADMINISTRATIVE CODE 5501:2-1-10

Form CSH-1

Engineers office: (330) 489-3381

For Information Telephone:
(330) 489-3381