

**Tensas Basin Levee District
Hay Harvesting Permit**



<i>For Official Use Only</i>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Date: _____	
Permit #: _____ -	

Date: _____

<i>Proposed Permit Requestor Information</i>					
Name:		Phone #:		Email:	
Mailing Address:	Physical / P.O. Box	Appt. / Suite	City	State	Zip Code
	<input type="checkbox"/> Same as Permit Requestor				
<i>Proposed Permit Holder (Landowner) Information</i>					
Name:		Phone #:		Email:	
Mailing Address:	Physical / P.O. Box	Appt. / Suite	City	State	Zip Code
	<i>Proposed Permit Location</i>				
Levee System:			Parish:		
NLD Station:	+	<i>GPS Coordinates (Must be in 6 Digit Decimal Form)</i>			
		Latitude:		Longitude:	
Location Address:	Physical / P.O. Box	City		State	Zip Code
	<i>Insurance Information</i>				
Agent :		Phone #:		Email:	
Mailing Address:	Physical / P.O. Box	Appt. / Suite	City	State	Zip Code

Please include an aerial view of the proposed harvest area with this permit application.

Terms & Conditions for the Tensas Basin Levee District Hay Harvest Permit Request

- 1 Unless expressly excluded in the Permit Request issued to Applicant, each Permit Request automatically includes, but is not limited to, the following conditions as if they were fully stated in the Permit Request issued to Applicant.
- 2 Permit shall be subject to proof of insurance binder in the amount of one million dollars (\$1,000,000.00), with the Tensas Basin Levee District named as an additional insured for all purposes, and/or proof of land ownership, and is solely at the discretion of the Tensas Basin Levee District herein after referred to as "TBLD."
- 3 Applicant acknowledges and grants unto TBLD the right to all information pursuant to the insurance binder and, with that right, the right to directly contact the insurer to determine any insured's status or any other right under the policy; provided that the insurer will immediately notify TBLD and Applicant of any changes in coverage for any reason. All requirements related to provision and proof of insurance binder are due upon submittal of the permit request. Proof of land ownership is due upon the request of the Superintendent, Executive Director, or the Board of Commissioners of TBLD.
- 4 The Landowner is responsible for harvesting throughout the hay season. TBLD will contact the Applicant and/or Landowner before making the final mowing cycle. If no further harvests are planned, TBLD will mow the plot area during the last mowing cycle. If Applicant and/or Landowner states to TBLD they plan to harvest the hay during the final mowing cycle, but does not, the Landowner is responsible for mowing the plot area and may not have future harvesting requests approved.
- 5 The Landowner is ultimately responsible for ensuring the terms and conditions outlined within this permit are fulfilled. If Applicant is other than Landowner, the Landowner shall ensure that Applicant abides and adheres to the requirements set forth in the permit.
- 6 Permit will expire on December 31 of each year, and a new permit will be required to continue hay harvesting operations, even if the parameters from the previous season are unchanged.
- 7 Any changes in location, property ownership, or contractor will require a new permit request to be submitted.
- 8 A copy of the Permit Request must be in Applicant's possession at all times, and available for viewing by the Tensas Basin Levee District, the U. S. Army Corps of Engineers (USACE), and Louisiana Department of Transportation and Development (LADOTD), or their successors or designees.
- 9 Permits are non-negotiable and non-transferable.
- 10 Applicant will maintain the servitude area clean and free of any debris resulting from Applicant's activities. Applicant will not park, store, or warehouse any equipment or hay on levee crown, slope, right-of-way, right-of-entry, or batture as pursuant to Louisiana Revised Statute 38:225.

- 11 Applicant is responsible for all work activities as requested in the permit application. TBLD will not perform any work on behalf of the Applicant, nor will TBLD perform any future maintenance on the approved activities unless the maintenance falls within TBLD's statutory obligations to perform such maintenance. Applicant and/or Landowner is responsible for making sure all approved equipment will perform and function properly as designed with no adverse impacts on the levee protection system on drainage.
- 12 Should Applicant elect, or is required by the Landowner or TBLD to cease operations at the work area, all equipment and materials at the area shall be removed from the area and the area returned to its natural state before abandoning the area at Applicant's and/or Landowner's expense with final inspection and approval of TBLD.
- 13 Any damage to the levee, berm, or servitude, or the property of third parties is to be repaired at Applicant's and/or Landowner's expense and shall be inspected by TBLD to ensure repairs are within the standards set forth by USACE.
- 14 Applicant and/or Landowner agrees to hold harmless, indemnify, and defend TBLD against any and all damages to the property and/or to third persons occasioned by the fault of Applicant and/or Landowner, including damages to the levee, berm, roadways, fences, servitude, etc., and all claims, actions, or liabilities which might arise from Applicant's use or activities at the Applicant's and/or Landowner's expense and cost, or reimburse TBLD for any clean-up costs; all of Applicant's and/or Landowner's employees or guests are bound by these requirements.
- 15 Applicant and/or Landowner acknowledges the TBLD's obligation to insure and protect the flood protection system, to maintain the levee system, and to exercise its law enforcement jurisdiction on or adjacent to the levees. Consequently, if an emergency occurs and the District determines that the performance of its above obligations are detrimentally affected because of the requested activities, the District may immediately, without notice, revoke the permit. If no emergency exists, but the performance of the above obligations by the District are detrimentally affected because of the requested activities, or if it is ordered by U. S. Army Corps of Engineers or the Louisiana Department of Transportation and Development, the District may revoke the Permit Request after thirty (30) days prior written notice.
- 16 If it is necessary for the TBLD to file suit to enforce the conditions of the Permit Request, Applicant and/or Landowner agrees to pay the District's reasonable attorney's fees and court costs. If the District shall, without its fault, be made a party to any claim or litigation commenced by or against Applicant and/or Landowner, Applicant and/or Landowner agrees to pay all costs and reasonable attorney's fees incurred by District in connection therewith.
- 17 TBLD will mow a path along each side of the roadway every mowing cycle and one pass along the tree line and trim around all obstacles as needed to mitigate encroachments.
- 18 Operations will cease when Right-of-Way (ROW) is wet, and is at the sole discretion of the Superintendent.
- 19 No equipment will be allowed on the levee or ROW during high river events, and is at the discretion of the Superintendent.
- 20 All hay and equipment must be removed from levee ROW within 14 days of cutting, weather permitting. This period may be shortened if it interferes with mandatory levee inspections.
- 21 Gates, keys, locks, usage of the premises are authorized for the District and/or its designees at all times and without prior approval of Applicant and/or Landowner.
- 22 The Tensas Basin Levee District does not warrant title or convey ROW or ROE to the property.
- 23 The amount and/or sufficiency of the insurance binder shall at all times be discretionary for TBLD.
- 24 Failure to comply with the terms and conditions of this permit may forfeit this permit and result in the cancellation of the Permit Request.
- 25 Violations will be reported to the TBLD Police for investigation and possible litigation.
- 26 Permit issued may contain special conditions, in addition to the conditions stipulated above.

CONTINUING GUARANTY

I hereby jointly and severally guarantee the full and prompt performance of any of the conditions included in the Permit Request issued to me, without any additional notice, together with any expenses and fees actually incurred by the Tensas Basin Levee District in enforcing compliance or canceling the Permit Request. I also affirm that I have read the terms and conditions and accept all of its terms and conditions.

Landowner Signature	Print Name / Title	Date
Permit Requestor Signature <small>(if different than Landowner)</small>	Print Name / Title	Date
Superintendent Signature	Justin Holloway / Superintendent	Date
Executive Director Signature	Edward B. Waggoner / Executive Director	Date