

# EXCESS MAINTENANCE ASSIGNMENT AGREEMENT

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



**pennsylvania**

DEPARTMENT OF TRANSPORTATION

[www.dot.state.pa.us](http://www.dot.state.pa.us)

Agreement No.: \_\_\_\_\_

**ASSIGNOR** means Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

**ASSIGNEE** means Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

**POSTING AUTHORITY** means \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**AGREEMENT(S)** means Excess Maintenance Agreement(s), entered into by the **ASSIGNOR** and the **Posting Authority**, designated as Agreement Number(s) \_\_\_\_\_ .

THIS **AGREEMENT** made and entered into on \_\_\_\_\_, by and between the **ASSIGNOR** and **ASSIGNEE**.

**WITNESSETH:**

**WHEREAS**, the **ASSIGNOR** and the **POSTING AUTHORITY** entered into the Agreement(s) wherein the **POSTING AUTHORITY** permitted the **ASSIGNOR** to move vehicles or combinations, together with loads, in excess of the posted gross weight restrictions on portions of highways indicated within the Agreement(s) and the **ASSIGNOR** agreed to perform all necessary excess and preventative maintenance necessary as a result of the **ASSIGNOR'S** activities on said highways; and

**WHEREAS**, the **ASSIGNOR** desires to assign all of its right, title and interest in the Agreement(s), and to delegate all of its duties and obligations under the Agreement(s) to the **ASSIGNEE**; and

**WHEREAS**, the **ASSIGNEE** desires to assume all of the **ASSIGNOR'S** rights, title and interest in the Agreement(s), and to assume and perform all of the **ASSIGNOR'S** duties and obligations under the Agreement(s);

**NOW THEREFORE**, the parties hereto, for and in consideration of the foregoing premises and mutual promises hereinafter contained, with the intention of being legally bound hereby, agree as follows:

1. For value received, the **ASSIGNOR** assigns to the **ASSIGNEE** all of its right, title and interest in the entire Agreement(s), and delegates all of its duties and obligations under the entire Agreement(s).
2. For value received, the **ASSIGNEE** promises and agrees to assume all of the **ASSIGNOR'S** right, title and interest in the entire Agreement(s), and to assume and perform all of **ASSIGNOR'S** duties and obligations under the entire Agreement(s).
3. The **POSTING AUTHORITY** hereby consents to the assignment of the Agreement(s) from the **ASSIGNOR** to the **ASSIGNEE**.

**IN WITNESS WHEREOF**, the parties have executed this **ASSIGNMENT AGREEMENT** pursuant to due and legal action by their proper officials, the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**ATTEST:**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**ASSIGNOR:**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**ASSIGNEE:**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**AGREED TO AND APPROVED  
COMMONWEALTH OF PENNSYLVANIA  
POSTING AUTHORITY**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**APPROVED AS TO  
LEGALITY AND FORM**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**PRE-APPROVED FORM**

**PRELIMINARY APPROVED**

OGC No.: \_\_\_\_\_

Approved OAG: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
**ASSISTANT COUNSEL**  
Title