

OFF-STREET/ OFF-DRIVEWAY DELIVERY WAIVER

In the event that a delivery is requested off the street or driveway (aka in the yard) the Purchaser assumes all responsibility for damages to underground fixtures, including but not limited to utility service, irrigation components, storm drains, drainage systems, tanks of any kind, and septic systems. Purchaser also assumes responsibility for any damages to above ground obstacles, including but not limited to, driveway (asphalt, stone, or concrete), sidewalks, overhead wires, fences, trees, shrubs, lawns, turf, masonry, or any other items that may be damaged as a result of delivery.

In the event of off-street/ off-driveway deliveries, the area must be hard and dry, and the area must be level and clear, with reasonable clearances both above and on the sides of the truck. The Purchaser must provide roadways or approaches permitting access of trucks to the point of the delivery under their power. Harrisburg Gardens reserves the right to stop deliveries in the event such roadways are not provided. If the Purchaser orders deliveries off-street/ off-driveway, the Purchaser assumes all liability. If there are repeated delays caused by job site conditions, Harrisburg Gardens reserves the right to suspend delivery until conditions are remedied.

Purchaser agrees to pay any and all costs for repairs, necessitated by damage to Harrisburg Gardens trucks and or equipment resulting from any cause whatsoever during the process of delivery on the job site or unloading on the jobsite, other than negligence on the part of Harrisburg Gardens employee or mechanical failure of our trucks and/or equipment.

In the event our truck becomes stuck for any reason in the course of such delivery, Purchaser assumes all responsibility for calling and paying for a tow truck and for all towing fees, We suggest **H&S towing** ([\(717\) 657-9941](tel:7176579941)). Additional charges may be levied at the purchaser's expense. Additional charges shall include any and all fees incurred by Harrisburg Gardens for recovery of the delivery vehicle and a fee of \$100 per hour for our lost time. At no time will the Purchaser be allowed to pull, or push the stuck truck out themselves or with their equipment.

The driver shall make the final determination as to the safety of the selected dump location and has the right to refuse if the location is deemed unsafe or risks damage to property. In the event the driver feels that the drop location is unsuitable, a secondary location must be provided. Deliveries fees will not be refunded once the truck reaches the property. No material will be refunded once it leaves the truck.

Credit will not be allowed for any material canceled after being delivered, ordered by mistake or ordered in excess of requirements. Harrisburg Gardens and employees are not responsible for moving or removing material once it is off-loaded from truck.

A person over the age of 18 must be onsite for any deliveries made off-street.

If off-street deliveries will require the use of a neighboring property, the Purchaser must also have that properties owner sign the bottom of this waiver and Purchaser must claim responsibility for any damages caused to the neighboring property.

I, FOR MYSELF, MY HEIRS, SUCCESSORS, EXECUTORS, SUBROGATES, EMPLOYER AND CUSTOMERS, HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS SET FORTH ABOVE, AND HERBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS SELLER, ITS DIRECTORS, OFFICERS, AGENTS, AND ITS EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSE OF ACTIONS, LIABILITIES, SUITS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) FOR DAMAGES RESULTING FROM DELIVERIES I HAVE REQUESTED.

I, THE UNDERSIGNED, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT ON MY OWN FREE WILL.

NAME (PRINT) _____

DELIVERY ADDRESS _____

SIGNATURE _____

NEIGHBORES SIGNATURE (IF NEEDED) _____

DATE _____