



Van Wilgen's Garden Center **Bulk Delivery Waiver**

When delivering bulk material, our drivers will drive on an asphalt driveway or other reasonably hard surface. Our trucks are heavy, despite their size, which is why it is Van Wilgen's absolute preference to remain on your driveway for the purpose of depositing material. Please also keep in mind, our truck bodies lift to dump, so special attention must be given to overhead areas when designating a dump location. As such, our drivers are cautious of hazards such as low tree limbs and overhead wires.

If you are ordering bulk black mulch, please note the environmentally safe color enhancement may cause discoloration and/or staining on driveways, vinyl siding or any light-colored material.

Where We Dump

Please note, we can only dump material in one location per truckload. We do not recommend placement of any material in a location other than the driveway. Any request to drive on to an unpaved area for the purpose of material placement shall be subject to the following conditions:

1. Customer agrees to and assumes all responsibility for damage to underground fixtures, including but not limited to utility service, irrigation components and septic systems.
2. Customer agrees to and assumes all responsibility for damage to above ground obstacles, including but not limited to, overhead wires, fences and trees.
3. If the truck is to leave paved areas, the unpaved area must be hard and dry. Any tire tracks or ruts left in the unpaved area are the responsibility of the customer. Any unpaved area must be level and clear, with reasonable overhead clearance above the truck body.

4. Any fence shall have a minimum opening of ten feet, free of any obstacles, structural or otherwise.
5. The property owner or an authorized representative must be available (either on the premises or by phone) while the work is being performed.
6. Van Wilgen's shall not be responsible for any damage whatsoever to lawn, turf, trees, shrubs, septic systems, pavement, masonry, or any other items damaged as a result of a bulk delivery.
7. The driver for Van Wilgen's 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.
8. In the event a Van Wilgen's truck becomes stuck in the course of a delivery off of the pavement, an additional charge for towing shall be levied at the property owner's sole expense. Additional charges shall include any and all fees incurred by Van Wilgen's for recovery of the delivery vehicle and a fee of \$100 per hour for time lost.

By signing this waiver, Van Wilgen's Garden Center is given expressed consent to dump landscape materials at the designated site beyond your driveway. Van Wilgen's Garden Center shall not be responsible for any property damage, personal or real, incurred during this delivery. Our driver has sole discretion regarding the decision to leave your driveway for material placement. The customer accepts sole responsibility for any and all fees associated with towing and/or removal of Van Wilgen's vehicles and/or equipment from real property associated with this delivery, if in any area outside of your driveway, including other persons' property.

By signing this waiver, the undersigned party authorizes Van Wilgen's to enter the property listed herein, placing the delivery outside their driveway, and acknowledges and agrees that any and all damages caused to sidewalks, driveways, septic systems, lawns sprinkler systems, underground utilities or any other property associated with this delivery **SHALL BE THE SOLE RESPONSIBILITY OF THE UNDERSIGNED HOMEOWNER/CUSTOMER AND SHALL NOT BE THE RESPONSIBILITY OF VAN WILGEN'S GARDEN CENTER.**

Agreed and accepted this _____ day of _____, 20____.

Signature of Homeowner/Customer

Print Name

Delivery Address

Driver Signature