

# Mulch and Stone L.L.C.

## Driver Waiver Damage

We will only deliver to the customer's driveway without a signed consent waiver from the customer or representative of the customer. The customer assumes all responsibility for their property once we leave customer's driveway. Please make sure all cars and other objects are out of the driveway or dump area. We would appreciate you noting things such as low branches, wires, dogs, sprinkler heads etc.

### Should you request that we drive off the driveway, we will do so ONLY under the conditions below.

1. The ground must be dry and hard. If you can bang the heel of your foot in the ground it will be too soft to drive on.
2. The dump location must be level and clear with clearance to dump above the truck.
3. The truck requires a 10 foot wide clearance to go thru fences or between trees.
4. We will not be responsible for any damage to customer's property (lawn, turf, trees, shrubs, septic systems, pavement, stone, driveway etc. As well as any unforeseen damages to the property underground or any other damaged).
5. **The driver has final approval of dump site if he or she feels the dump location to be unsafe they can refuse to dump in location requested.**
6. If the driver is unable to deliver because the customer has no suitable or safe dump location, the customer will be charged a \$100 return fee (to cover trucking cost, gas, labor and other expenses).
7. If our truck gets stuck in customer yard, additional charges for towing will be at customer's expense. (Min. \$150 - \$1000's)
8. An additional charge of \$125 per hour (billed out in 15 minute increments) will be charged by Mulch and Stone L.L.C. until truck is pulled out.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature Customer \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Driver Name \_\_\_\_\_

Driver Signature \_\_\_\_\_