



1350 El Camino Real
South San Francisco, CA 94080
Phone: 650-761-1515 Fax: 650-761-1520
Email: info@broadmoorlandscape.com

DELIVERY AND RELEASE AGREEMENT

Homeowner: _____ Phone: _____

Delivery Address: _____

Email: _____

Homeowner has requested that Broadmoor Lumber & Plywood Co., a California Corporation, doing business as Broadmoor Landscape Supply ("BLS"), deliver materials to the delivery address provided above (the "Property"). BLS agrees to make the delivery to the Property subject to the terms and conditions set forth in this Delivery and Release Agreement ("Agreement").

DELIVERY

- 1) Homeowner agrees to the following conditions pertaining to the delivery by BLS:
 - a) Homeowner is the owner of the delivery address.
 - b) BLS's driver will make the delivery either curbside or on the Property's driveway, to be determined at the driver's sole discretion.
 - c) No material will be placed by BLS or its agents, in the garage, or the backyard. Curbside or driveway delivery is necessary to avoid damage to the Property and to areas affected around the Property.
 - d) No specific delivery times can be provided. (See Delivery Times, Section 2 below)
 - e) It is the Homeowner's responsibility to return all empty pallets to BLS. BLS does **not** pick up pallets.
 - f) **Fifteen (15) minutes** is allotted to unload material. After 15 minutes, a standby fee of **\$2.00** per minute will be charged Homeowner until the delivery is complete.
 - g) Homeowner should Choose materials carefully. A fee of **\$245.00**, as well as a **20% restocking fee** will be charged for pickup of excess material. Please note that special order, bulk, and/or bagged items are not returnable.
 - h) All city/subdivision/municipality permits necessary for the delivery of the materials curbside or on the Property driveway are the sole responsibility of the Homeowner.
 - i) The delivery must be able to be accomplished without damaging the truck.
 - j) The delivery location must be sufficiently flat and stable to support the weight of the truck and/or material being delivered.
- 2) Delivery Times. BLS strives to provide our Homeowners with prompt delivery. However, due to circumstances beyond the control of BLS, BLS cannot provide specific delivery times, but BLS will make a good faith effort to give a 2 hour delivery window. BLS will do their best to comply with the window, however, BLS cannot and does not guarantee that delivery will be made during the delivery window provided Homeowner by BLS. The delivery window is merely an estimated time of delivery.
- 3) This Agreement must be signed by Homeowner at least 24 hours prior to delivery.

RELEASE

- 4) Homeowner acknowledges that he/she has voluntarily requested delivery of materials from BLS to their Property.
- 5) HOMEOWNER RECOGNIZES THAT DELIVERY OF THE MATERIAL TO HOMEOWNER'S PROPERTY CAN CAUSE DAMAGE TO THE PROPERTY. HOMEOWNER IS VOLUNTARILY REQUESTING AND CONSENTING TO THE DELIVERY WITH KNOWLEDGE OF THE RISK OF DAMAGE TO THE PROPERTY, AND HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF DAMAGE TO THE PROPERTY.
- 6) As consideration for BLS making the delivery of materials to the Property, Homeowner hereby agrees that Homeowner, their successors, assigns, agents, heirs, and/or legal representatives, will not make a claim against, sue, or attach the property of BLS and their insurance company, Travelers Corp on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any officer, owner, employee, agent, or contractor of BLS as a result of the delivery of materials to the Property by BLS or its agents. Homeowner hereby releases BLS from all actions, claims, or demands that Homeowner, their successors, assigns, agents, heirs, and/or legal representatives now have or may hereafter have for injury or damage resulting from the delivery of materials to the Property by BLS or its agents.
- 7) Homeowner hereby agrees that it shall defend, indemnify and hold harmless BLS, and their insurance company Travelers Corp its and their officers, directors, principals, shareholders, employees, representatives, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, actions, damages of any kind including, but not limited to, indirect, incidental, consequential, liquidated or special damages, lost profits and loss of use, fines or penalties, costs or expenses, of whatever form or nature, including, but not limited to, actual attorneys' fees and other costs of legal defense that Indemnitees, or any of them, may incur or sustain as a result of delivery of material to the Property by BLS or its agents, and for any and all negligent acts or omissions of the Indemnitees (except to the extent of the Indemnitees' willful misconduct). of every kind, nature and description. arising out of delivery of material to the Property by BLS or its agents. The Indemnitees shall be entitled to recovery of their reasonable attorneys' fees, costs and expenses from Homeowner in enforcing the terms of this Agreement.

HOMEOWNER HAS CAREFULLY READ THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE RELEASE SECTION, AND FULLY UNDERSTANDS ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND BLS AND SIGN IT OF MY OWN FREE WILL.

PRINT NAME: _____ DATE: _____

SIGNED: _____

SALES ASSOCIATE: _____ INVOICE NO.: _____

ARRIVAL TIME TO JOB: _____ DEPARTURE TIME FROM JOB: _____