



California Landscape Services Inc

P.O. Box 2469

Manteca CA 95336

209-825-4305

www.calandscape.net

rockit@calandscape.net

DELIVERY AND RELEASE AGREEMENT

Customer has requested that California Landscape Services Inc., a California Corporation, doing business as California Landscape Services Inc. ("CLS,I"), deliver materials to the delivery address provided above (the "Property"). CLS,I 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) Customer agrees to the following conditions pertaining to the delivery by CLS,I:
 - a) Customer is the owner/representative of the delivery address.
 - b) CLS,I'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 CLS,I 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. Not responsible for any damages to property or adjacent property.
 - d) No specific delivery times can be provided. (See Delivery Times, Section 2 below)
 - e) All city/subdivision/municipality permits necessary for the delivery of the materials curbside or on the Property driveway are the sole responsibility of the Customer.
 - f) The delivery must be able to be accomplished without damaging the truck.
 - g) The delivery location must be sufficiently flat and stable to support the weight of the truck and/or material being delivered.
- 2) Delivery Times. CLS,I strives to provide our customers with prompt delivery. However, due to circumstances beyond the control of CLS,I cannot provide specific delivery times, but CLS will make a good faith effort to give a 2 hour delivery window. CLS,I will do their best to comply with the window, however, CLS,I cannot and does not guarantee that delivery will be made during the delivery window provided Customer by CLS,I. The delivery window is merely an estimated time of delivery.

Weighmaster Certificate

THIS IS TO CERTIFY that the following description commodity was weighted, measured, or counted by a weighmaster who signature is on this certificate, who is a recognized authority of accuracy as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administrated by the Division of Measurement Standards of the California Department of Food and Agriculture.

RELEASE

- 4) Customer acknowledges that he/she has voluntarily requested delivery of materials from CLS,I to their Property.
- 5) CUSTOMER RECOGNIZES THAT DELIVERY OF THE MATERIAL TO CUSTOMER'S PROPERTY CAN CAUSE DAMAGE TO THE PROPERTY. CUSTOMER 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 CLS,I making the delivery of materials to the Property, Customer hereby agrees that Customer, their successors, assigns, agents, heirs, and/or legal representatives, will not make a claim against, sue, or attach the property of CLS,I on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any officer, owner, employee, agent, or contractor of CLS,I as a result of the delivery of materials to the Property by CLS,I or its agents. Customer hereby releases CLS,I from all actions, claims, or demands that Customer, 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 CLS,I or its agents.
- 7) Customer hereby agrees that it shall defend, indemnify and hold harmless CLS,I, 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 CLS,I 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 CLS,I or its agents. The Indemnitees shall be entitled to recovery of their reasonable attorneys' fees, costs and expenses from Customer in enforcing the terms of this Agreement.

CUSTOMER 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 CLS,I AND SIGN IT OF MY OWN FREE WILL.