

MULCH & FILL DIRT ORDER FORM

COSTS

- One (1) load of mulch is 5 cubic yards which is approximately 8 feet in diameter and 4 feet high. The cost for one full load is \$50.
- One half load (1/2) of mulch is 2.5 cubic yards which is approximately 8 feet in diameter and 2 feet high. The cost for one ½ load is \$40 (effective July 1, 2009).

PAYMENT OPTIONS: Mail Check or Money Order made payable to *Treasurer, Arlington County* to the above address. Delivery charges can be applied directly to your quarterly utility bill if you live in a single family or duplex home in Arlington County. Delivery of Fill Dirt is free of charge. Please provide the following information if you wish to have the delivery fees billed on your next utility bill:

Name: _____

Address: _____

Signature: _____ Date: _____

TYPE OF MATERIAL: Wood Mulch Leaf Mulch Fill Dirt (Free Delivery)

SIZE OF LOAD: *Please select one of the following*

- | | |
|--|---|
| <input type="checkbox"/> ½ load- 2.5 cubic yards \$40 | <input type="checkbox"/> 3 loads- 15 cubic yards \$150 |
| <input type="checkbox"/> 1 full load- 5 cubic yards \$50 | <input type="checkbox"/> 3.5 loads- 17.5 cubic yards \$190 |
| <input type="checkbox"/> 1.5 loads-7.5 cubic yards \$90 | <input type="checkbox"/> 4 loads- 20 cubic yards \$200 |
| <input type="checkbox"/> 2 loads-10 cubic yards \$100 | <input type="checkbox"/> 4.5 loads- 22.5 cubic yards \$240 |
| <input type="checkbox"/> 2.5 loads-12.5 cubic yards \$140 | <input type="checkbox"/> 5 loads- 25 cubic yards \$250 |

DELIVERY LOCATION: Contact Name: _____

Home Phone: _____ Work Phone: _____

Address: _____

DELIVERY LOCATION OPTIONS: *Please select one of the following*

- Curbside:** Must have a minimum of 30 feet of open space away from parked cars and low hanging wires. **Any mulch or fill dirt left on the roadway or sidewalk must be removed by the citizen within 24 hours. Mulch or Fill Dirt left longer than 24 hours may be removed by the County with no refund to the citizen for the mulch removed.**
- Driveway:** County vehicles can only deliver within 6-8 feet of the driveway apron as illustrated:



MULCH ORDER FORM

Delivery Terms and Conditions

Before your delivery can be scheduled, you must read and agree to the delivery terms and conditions below. I understand that mulch is not treated with any additional chemicals and that while the driver will exercise due care in delivering the material, Arlington County will not be held responsible for any property damage which may occur during the delivery operation or items that will prohibit material from being delivered.

County of Arlington Assumption of the Risk, Release and Hold Harmless Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the promise to deliver mulch and any other agreed upon materials (together hereinafter referred to as "materials"), the undersigned hereby acknowledges, covenants and agrees as follows:

- (1) The agreed upon delivery includes, without limitation, the use of large vehicles and/or machinery, possibly weighing in excess of 32,000 pounds, which may be required to enter upon the real property of the undersigned, as well as the dispensing of the materials on said property.
- (2) The delivery of the materials involves exposure to inherent risks and dangers, including, without limitation:
 - Cracked driveways
 - Damage to grass/lawn
 - Damage to walkways
 - Damage to shrubs, plants, flowers, trees, tree limbs or any other landscaping
 - Plant diseases caused by the use of delivered materials
 - Damage to utility lines
 - Other damages caused by the weight, height or width of the delivery vehicle to landscaping, driveways, grass, pavers or any other structure
 - Discoloration of driveways/walkways due to leaking fluids or other residue from delivery vehicle
 - Discoloration of driveways/walkways where delivered materials are dispensed
 - Damage or inconvenience caused by delivery of materials to a spot or location other than that indicated by the undersigned as per this agreement
- (3) The undersigned, and for the undersigned's successors, assigns, heirs, executors and administrators, releases and holds harmless the County Board of Arlington County, Virginia, its officers, agents and employees for any and all injuries, both to person and property, regardless of severity, arising out of or related in any way to the delivery of, or use of, any materials delivered per this agreement, including, without limitation, injuries which occur, in whole or in part, due to any act, negligent, reckless, intentional or otherwise, by or on behalf of the County of Arlington, its officers, agents or employees;
- (4) The undersigned, and for the undersigned's successors, assigns, heirs, executors and administrators, shall indemnify and hold harmless the County Board of Arlington County, Virginia, its officers, agents, and employees, from any and all liability, actions, causes of action, claims, debts and demands of any kind and nature, including costs, expenses and attorney's fees, incurred by the County Board of Arlington County, Virginia, its officers, agents or employees, as a result of, arising out of or related to, any act or omission, intentional, reckless, negligent or otherwise, by the undersigned, during the course of the delivery or use of any materials delivered per this agreement; and
- (5) The undersigned is eighteen years of age or older, has read this document completely and understands its contents, and is legally competent to execute the same. Any person signing this agreement who is not eighteen years of age or older must have this document signed by either the undersigned's legal guardian or guardians.
- (6) This Assumption of the Risk, Release and Hold Harmless Agreement extends to my heirs, assigns, legal representatives, beneficiaries, and agents of any kind; as well as to Arlington County, the County Board of Arlington County, Virginia, and past, present and future officers, employees and agents thereof. I acknowledge that I have had the opportunity to read this entire form and to have legal or other counsel review it.

Date: _____

Signature: _____

Printed Name: _____

Signature of Guardian *(If Signer is under 18 years of age)*: _____

Printed Name of Guardian and Relationship to Signer: _____