City of Johnstown

33-41 East Main Street
Johnstown, New York 12095
(518) 736-4011

SURPLUS MILLINGS — LOADING AND DELIVERY WAIVER AND ACKNOWLEDGMENT

1. Purchaser Information

Purchaser Name: _____

Business Name (if applicable): _____

Telephone Number: _____

Property/Delivery Address (if applicable): _____

2. Service Requested (check all that apply)

☐ City personnel loading millings into the purchaser's vehicle.

☐ Delivery of millings by the City to the purchaser's property.

3. Acknowledgment of Risks and Responsibilities

I, the undersigned purchaser, acknowledge that the purchase, loading, transportation, unloading, placement, and handling of surplus millings may involve risks, including property damage, personal injury, vehicle damage, uneven or unstable ground, moving equipment, and other hazards associated with loading and delivery operations.

I understand and agree to the following conditions:

Acceptance of Material. I understand that surplus millings are reclaimed material and may vary in composition, size, condition, and quality. I am responsible for determining whether the material is suitable for my intended use.

a. **Loading Operations.** When City personnel load millings into my vehicle, I agree to follow all instructions provided by City personnel, remain clear of loading equipment, and ensure that passengers and other individuals remain at a safe distance from the loading area.

b. **Vehicle Suitability and Transportation.** I am responsible for providing a suitable vehicle with adequate capacity to safely receive and transport the purchased material. I am responsible for

complying with applicable vehicle weight limits, load securement requirements, and transportation laws.

c. **Delivery Conditions.** When the City delivers millings to my property, I am responsible for identifying the requested delivery location and advising the City of any known hazards, restricted access, overhead obstructions, underground utilities, soft ground, or other conditions that may affect safe delivery. Delivery is subject to the City's determination that the location is reasonably accessible and suitable for the delivery vehicle and equipment.

d. **Property Damage and Site Conditions.** I understand that loading and delivery operations may affect driveways, lawns, pavement, landscaping, and other surfaces. I am responsible for identifying site conditions and communicating relevant concerns to the City before operations begin. The City may decline or discontinue loading or delivery if conditions are determined to be unsafe.

e. **Assumption of Risk.** To the extent permitted by law, I voluntarily assume the ordinary risks associated with the loading and delivery services described in this waiver, including risks arising from conditions or activities that I have acknowledged above.

f. **Release.** To the extent permitted by applicable law, I release the City of Johnstown and its officers, employees, and agents from claims for injury or property damage arising from the ordinary risks of the loading or delivery services covered by this waiver. This release does not apply to claims to the extent caused by negligence, gross negligence, recklessness, or intentional misconduct where such claims may not lawfully be released, or to any other liability that cannot lawfully be waived.

g. **Authority and Understanding.** I confirm that I have read and understand this waiver, have had the opportunity to ask questions, and am authorized to sign on behalf of myself or the business identified above.

4. Purchaser Acknowledgment

I understand that signing this document is a condition of the City's provision of the applicable loading or delivery service.

Purchaser Name: _____ Date: _____

Purchaser Signature: _____