Gerrein Green, LLC
6419 Walnut Drive
Independence, KY 41051
859.250.7475

Equipment Access/Driveway Waiver: Client Property

Name: _____

Address: _____

Work: _____ Quote #: _____

Contractor's Statement: By allowing Contractor to enter YOUR PROPERTY for the execution of your agreed tree Work as described above (the "Work") you are allowing for a more expeditious and safer job for the tree workers.
Contractor's insurance coverage (General Liability, Worker's Comp, & Auto) is current and a copy is provided upon request.
Owner acknowledges that Contractor must place cranes or other equipment on the driveway(s) or specified area(s).
Owner further acknowledges that Contractor and its representatives and employees have not been provided with any information regarding the thickness, weight capacity and other details or characteristics of the driveway(s) or specified area(s), and therefore are neither aware of nor have any duty to be aware of the condition of the driveway(s) or specified area(s) or the ability of the driveway(s) or specified area(s) to support said equipment.
Owner further acknowledges that it is possible that cracking, buckling, displacement, crushing, sloughing, discoloration or other damage may occur to the driveway(s) or specified area(s) during the course of the Work.
By signing below, Owner represents to Contractor that undersigned is the sole owner of the Property and that in the interest of completing the Work agrees that Contractor and its officers, representatives and employees shall have no liability whatsoever in favor of Owner for cracking, displacement, crushing, sloughing, discoloration or other or any other damage to the driveway(s) or specified area(s) that results from the transporting, placement or use of said cranes or other equipment on, across or about the Property.

This release of liability shall extend to walkways, sidewalks and all other yards, natural areas, landscaping, underground utilities, hardscaping, decking, stone, gravel, concrete or asphalt improvements, access-ways and parking areas that must be crossed, accessed or situated beneath or under Contractor's equipment in order to do the Work as specified below.

Owner grants permission to Gerrein Green, LLC to work in the following driveway(s) and/or specified area(s) of the property:

◯ ALL AREAS ◯ Back Yard ◯ Side Yard Left
◯ Front Yard ◯ Side Yard Right ◯ Driveway

UNDERGROUND SPRINKLERS, DOG FENCES, LIGHTING OR UTILITIES
Owner has informed the Contractor and described below, to the best of their knowledge, all possible hazards, visible and non-visible, that may be present in the specified area (please list here):_____

Release, Limitation of Liability/Warranty: Contractor will perform the Work in a diligent and careful manner consistent with industry standards.
Contractor shall not have any liability or responsibility for any direct, indirect, special, incidental, exemplary, or consequential damages, even if advised of the possibility of such damages that are a result of damage in the driveway or specified area. But at the same time that Gerrein Green, LLC is released from liability for damage to the driveway(s) or specified area(s) free from damage of all such claims it assumes full responsibility for any damage that it may cause to the remainder of the property, whether as a result of negligence or in the normal course of the work. That responsibility includes the responsibility to work with due caution so as to avoid causing damage as well as the responsibility to fix, to the satisfaction of the Owner, any damage which is inadvertently caused by Gerrein Green, LLC in the course of the work.
Owner understands and acknowledges that the performance of the Work is difficult and inherently dangerous and hazardous, and damages can result even if the Work is performed with care and caution.
Gerrein Green, LLC values honesty and integrity in all of its dealings and will seek a neighborly solution in the event of a dispute. Should a dispute arise about the property related to this driveway crack release as outlined above, you will agree to arbitration according to the American Arbitration Association as a method of dispute resolution. Gerrein Green, LLC will decline to name an arbitrator, and will allow the AAA to select an arbitrator in the interest of a speedy and fair resolution in the event that a neighborly solution cannot be agreed upon.
Your signature below authorizes the Release and grants permission to Gerrein Green, LLC to enter the above designated portion of your property on the designated day of work.
We sincerely appreciate your cooperation.

Signature: _____ Date: _____