City of Berlin
Brush Truck Use Agreement

Name of Applicant: _____

Address of Applicant: _____

Phone Number: _____

Address of Requested Truck Drop-Off: _____

Date Truck Drop-Off Requested For: _____ Approximate Time:_____

Fee: $35.00 initial truck = $35.00 x 1 = $35.00
$20.00/extra load = $20.00 x ___ = _____
Total Charge ***$***

Payment must be received PRIOR to truck drop-off. Extra loads to be paid up-front, with *unused* extra load payments reimbursed upon verification from PW (if payment is made by check, reimbursement for unused extra loads will be made after check is cleared). Once payment is made, DPW will schedule trucks. Although, efforts will be made to accommodate the date and time of requests, availability of trucks and truck delivery cannot be guaranteed.

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT
(Brush Trucks)

The undersigned hereby agrees to release, indemnify, defend and hold harmless the City of Berlin and its employees and agents against all claims, liabilities, loss, damages or expenses against or incurred by the City of Berlin on account of any injury to or death of any person, including the undersigned, or any damage to property, caused by or resulting from the activities related to the loading and/or use of truck(s), provided by the City of Berlin, by the undersigned, and any employees, assistants, agents or contractors of the undersigned. The undersigned understands that the loading and/or use of said truck(s) may entail some risk, including property damage, personal injury and even death, and that the undersigned agrees to assume such risk. The undersigned further acknowledges that no City of Berlin personnel will be supervising the undersigned's use of said truck(s), nor has any City of Berlin personnel been requested to supervise. The undersigned acknowledges that no training or instructions for the loading of said truck(s) has been provided by the City of Berlin, and the undersigned represents that he or she knows how to safely load the truck(s provided hereunder. The undersigned represents and agrees to use the truck(s) provided by the City of Berlin only for the purposes intended, which is to load brush and tree branches and other allowable vegetation as authorized by the Superintendent of Streets. The undersigned agrees that he or she will not have access to the cab of the truck(s) and is to make no attempt to operate the truck(s). Specifically this Agreement applies to a delivery of truck(s) to _____ (address of location where truck will be delivered) on _____ (date of delivery of truck(s).

_____
By: _____
on behalf of _____
(name of organization if applicable)
Title (if applicable): _____

If signing on behalf of an organization, you must have authority from the organization to sign an agreement like this. By signing the agreement, you are warranting to the City of Berlin that you have such authority.