



**DEPARTMENT OF PUBLIC WORKS  
188 UNION AVENUE  
862-328-6236**

**Terms and Conditions**

By submitting this application, I, \_\_\_\_\_, certify and agree to the following:

- (1) I am a resident of the Borough of Bloomingdale at least eighteen (18) years of age or older, and I am legally competent to complete this application form. I acknowledge that I have had the opportunity to read this entire form and to have legal or other counsel review it, and that I understand all terms and conditions contained herein.
- (2) I shall use the delivered materials solely for personal use in connection with the residence located at \_\_\_\_\_  

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- (3) All topsoil and/or mulch shall be delivered on the driveway of the delivery address listed herein above or other location as determined solely by the Borough DPW.
- (4) I understand that the Borough DPW will not provide any services in connection with the delivery of the topsoil and/or mulch other than to empty the materials from the truck in which they are transported and to deposit them in the driveway or other determined location of the delivery address.
- (5) I understand that the topsoil and/or mulch delivery permit issued pursuant to this application shall be valid for two deliveries per calendar year only.
- (6) I understand that any permit issued in connection with this application may be revoked if it reasonably appears to the Borough that the requested topsoil and/or mulch is intended for commercial use and/or resale, and I shall forfeit the permit fee in such a circumstance.
- (7) I understand that delivery permits are issued on a first come/first serve basis and for so long as free topsoil/mulch materials are available to the Borough.
- (8) I understand that the Borough of Bloomingdale makes no representations or warranty with respect to the topsoil/mulch delivered pursuant to this application and I shall hold the Borough of Bloomingdale harmless from all claims for personal injury and/or property damage arising from the topsoil/mulch provided by the Borough of Bloomingdale. I understand that the Borough of Bloomingdale takes no responsibility if I am dissatisfied with the delivered topsoil/mulch and shall not accept any materials that are sought to be returned. This assumption

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of risk shall extend to my heirs, assigns, legal representatives, beneficiaries, and agents of any kind, as well as to any past, present, and future officers, employees, and agents of the Borough of Bloomingdale.

- (9) I shall hold the Borough of Bloomingdale harmless from all claims for personal injury and/or property damage resulting from or arising out of the delivery of such materials by the Borough Department of Public Works. This assumption of risk shall extend to my heirs, assigns, legal representatives, beneficiaries, and agents of any kind, as well as to any past, present, and future officers, employees, and agents of the Borough of Bloomingdale.
  
- (10) This application and agreement shall be governed by the laws of the State of New Jersey.

Name:

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Signature:

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Date:

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REVISED: 5/23/2024