DEALERS Supply Co.
Locally Owned Since 1920

2345 N.W. NICOLAI STREET
PORTLAND, OREGON 97210
(503) 236-1195
1-800-870-1195
FAX (503) 236-4314

Wholesalers of

COMPOSITION SHINGLES

CEDAR SHAKE ROOFING

SINGLE PLY ROOFING

BUILT-UP ROOFING

INSULATION

VAPOR BARRIERS

UNDERLAYMENTS

HOUSE WRAP

WATERPROOFING

ROOF COATINGS

DECK COATINGS

FASTENERS

ASPHALT

SAFETY PRODUCTS

TOOLS

EQUIPMENT

General Release of Liability

To perform the loading and hoisting of roofing materials onto your roof, our trucks must be positioned on driveways, access paths, and other surfaces adjacent to the structure. This service provides a significantly more efficient and streamlined process for our customers and is a key part of our standard roofing delivery operations.

Most residential driveways and driving surfaces are not engineered to support the weight of fully loaded commercial trucks, which can reach up to 68,000 lbs. While properly constructed driveways typically sustain no damage from our operations, certain pre-existing conditions may result in damage when heavy vehicles are positioned on them. Examples of such conditions include:

- Aged, cracked, spalled, or degraded asphalt or concrete
- Tree roots causing lifting or heaving of the surface
- Already sunken, depressed, or uneven areas
- Pavers, bricks, or decorative surfaces set in sand or otherwise loosely installed
- Any other surface showing visible wear, instability, or structural compromise

In addition, we may need to drive over or transition onto non-paved areas such as sidewalks, grass, dirt, mulch, or landscaping to safely position our equipment.

Our hoisting trucks are large and require adequate space for safe operation. Access is often restricted by narrow driveways, parked vehicles, trailers, low-hanging tree branches, utility lines, or other obstacles. In some cases, we may need to temporarily move or adjust landscaping, hardscaping, or other items to complete the job safely. Where obstacles cannot be moved, we may be required to use areas we would otherwise avoid.

This release is required for us to perform the services you have requested. We have identified that existing site conditions are not ideal for heavy truck access, and we can reasonably anticipate that some damage to the driveway, landscaping, hardscaping, or other property may occur despite our best efforts to minimize it.

By proceeding with the roofing delivery and hoisting services, you agree that Dealers Supply Company and its employees or agents will not be held responsible or liable for any damage to your driveway, access paths, landscaping, hardscaping, or other property resulting from our operations.

I, _____ ("Releasor"), residing at _____ (Address),

hereby voluntarily enter into this General Release of Liability ("Agreement").

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WHEREAS, Releasor has requested that Dealers Supply Company perform roofing material delivery and hoisting services at the property identified above;

THEREFORE, in consideration of the services provided and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Releasor agrees as follows:

Releasor does hereby fully and forever release, discharge, and hold harmless **Dealers Supply Company**, located at 2345 NW Nicolai St, Portland, Oregon 97210 (hereinafter the "Releasee"), together with its officers, directors, employees, agents, subcontractors, successors, assigns, affiliates, and any other persons or entities acting on its behalf (collectively the "Released Parties"), from any and all claims, demands, damages, actions, causes of action, liabilities, suits, costs, or expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which Releasor now has or may hereafter have, arising out of or in any way related to the delivery, positioning, and hoisting operations performed by Releasee.

This release specifically includes, but is not limited to, any and all damage to Releasor's real or personal property, including without limitation driveways, sidewalks, landscaping, hardscaping, lawns, irrigation systems, pavers, concrete, asphalt, or any other surface or improvement on or around the property.

Releasor acknowledges that the Releasee's trucks and equipment are large and heavy, and that the property may have pre-existing conditions (such as cracked, aged, or unstable surfaces, landscaping features, narrow access, or overhead obstructions) that increase the risk of damage during normal operations. Releasor has been informed of these risks and voluntarily assumes them.

It is understood and agreed that this Agreement is made in full and complete settlement and satisfaction of all claims and demands mentioned herein. This Release contains the entire agreement between the parties and supersedes all prior understandings. The terms of this Agreement are contractual and not merely recitals.

This Release shall be binding upon the Releasor and their respective heirs, executors, administrators, personal representatives, successors, and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Releasor acknowledges that they have read this Release, fully understand its terms and legal consequences, and have signed it voluntarily.

EXECUTED this _____ day of _____***, 20____***.

Releasor's Signature: _____

Printed Name: _____

Thank You,

Dealers Supply Co