



**Damage Waiver  
Release and Settlement Agreement**

DATE:

CLAIMANT/CUSTOMER:

ADDRESS

CITY:

STATE:

ZIP:

Re: DATE OF INCIDENT:

Dear

EverGRO Cooperative will make every reasonable effort to protect against any damage to your property while we facilitate our services. To facilitate our services, we may need to access your driveway, sidewalk, or other specific areas of your property. EverGRO does not assume or accept responsibility for any damage due to placing trucks, trailers, excavators or any other equipment on driveways, sidewalks, structures or any other areas requiring access for the delivery of your products once authorization has been given, if this is applicable for the services you've requested.

EverGRO does not assume responsibility and shall not be liable for damage to landscaping, bushes, trees, foliage, turf or any vegetation that may be impacted while we facilitate these services.

In cases where EverGRO may be at fault for damage any expenses or costs associated with repairs must be approved by the Cooperative's Division Director and General Manager and you agree not to hold EverGRO liable for any future claims or expenses.

In this case, EverGRO has reviewed and agreed to pay \_\_\_\_\_ as settlement for alleged damage in exchange for the execution of a settlement agreement releasing EverGRO from any alleged liability in this incident. This offer is not construed to be an acceptance of liability but instead is intended as a customer service gesture.

Enclosed is a settlement agreement noting the above amount. We request you sign and return the release as soon as possible. When the executed settlement agreement is received, we will then issue the settlement check.

Sincerely,

Office: 540-672-2977

**RELEASE AND SETTLEMENT AGREEMENT**

**THIS RELEASE AND SETTLEMENT AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, by and between EverGRO Cooperative, at 13323 James Madison Hwy, Orange, VA 22960 and \_\_\_\_\_

**WHEREAS,** \_\_\_\_\_ has asserted that on or about \_\_\_\_\_, they suffered damage as a result of  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS,** EverGRO has not conceded the validity of such claims but in the interest of resolving this matter and maintaining good customer relations, EverGRO has made a settlement offer to \_\_\_\_\_ to resolve property damage only.

**NOW, THEREFORE,** in consideration of the promises and consideration contained in this Agreement, both parties expressly acknowledge the adequacy of which, EverGRO and \_\_\_\_\_ agree as follows:

**1. Consideration.** In consideration for the release contained herein, EverGRO agrees to pay \_\_\_\_\_, \_\_\_\_\_ Dollars and \_\_\_ Cents (\$\_\_.\_).

**2. Release.** In return for the payment of such amount, \_\_\_\_\_, assignees, successors, hereby unconditionally releases and forever discharges EverGRO and its retailers, successors, assignees, affiliates, insurers and its directors, officers and employees from any and all property damage liability arising from the aforementioned incident.

**3. Confidentiality.** All parties agree to keep the terms of this Agreement confidential.

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

**BY:** \_\_\_\_\_