

## LIABILITY

1. Lessee is invited to inspect all equipment before leaving our premises or prior to the start of service if on location with one or more of our vehicles. **Northwest Grip LLC** is not responsible for any liability, claims, costs or expenses arising from use or possession of its equipment. The equipment is rented without warranty or guarantee of any kind, expressed or implied.
2. Furthermore, not being the manufacturer of its rental equipment nor manufacturer's agent, **Northwest Grip LLC** makes no warranty or representation, either expressed or implied, as to the fitness, design or condition of, or as to the quality or capacity of our rental equipment, nor any warranty that the rental equipment will satisfy the requirements of any law, rule, specification or contract which provides for specific equipment or specific methods, it being agreed that all such risks, as between the Lessor and the Lessee are to be borne by the Lessee at its sole risk and expense.
3. Equipment is rented at the premises of **Northwest Grip LLC** or onsite at the production location if renting grip truck. Lessee hereby assumes full responsibility for selecting the mode of delivery of the equipment from Lessor's premises to the Lessee; safekeeping the equipment and keeping the equipment in a state of good condition and repair, free from damage of any kind whatsoever, including any reasonable charge imposed by the Lessor for cleaning the equipment; and the safe return date. Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises of all items of equipment, from the time the equipment leaves Lessor's premises until it is returned.
4. In the event of loss or damage to rental equipment as a result of any cause whatsoever, lost or stolen, whether in transit from or to the Lessors premise, or while in the actual or constructive possession of Lessee, full rental charges will be incurred for the period from the scheduled end of the rental until payment for loss or repairs are completed, whichever occurs last.
5. Lessee represents that it has the necessary skill and experience to operate equipment provided by Lessor. Lessee agrees to and does hereby indemnify and hold harmless Lessor from any and all claims, suits, liability, expense, damage, causes of action or judgements, including attorney's fees, resulting from injury to or death sustained by any person or persons, including but not limited to Lessee, any subleases of Lessee, subcontractors and their respective employees, or damage to property of any kind, including but not limited to the equipment, which injury, death, or damage arises out of or is in any way connected with the use, operation or possession of the equipment by anyone during the term of the rental and until the equipment is returned to Lessor, including but not limited to the failure to repair, maintain or operate the equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of the equipment, and any acts or omissions, willful misconduct or negligent conduct of Lessor, whether active or passive.

**6.** Rentals and or labor agreement. Once a rental and or labor agreement has been booked and signed by both parties, **Northwest Grip LLC** requires reasonable notification prior to cancellations. If the hiring agent or leasing company and or personnel want to cancel a job or gear rental that is less than 48 hours prior to the agreed start date, a fee of 50% of the total jobs value will be charged. If the hiring agent, lessor and or production personnel want to cancel a labor booking and or equipment rental that is less than 24 hours prior to the agreed start date, **Northwest Grip LLC** will charge the company, lessor and or responsible production personnel 100% of the total cancelled job value per lost “opportunity cost”.

**7a.** Labor work agreement.

I \_\_\_\_\_ authorized representative of \_\_\_\_\_,  
(name and title within company/organization) (Production company authorizing work and or rentals)

hereby enter a work agreement for the temporary rental and or hiring of a **Northwest Grip LLC** employee/s for the following date/s of service.

Labor: \_\_\_\_\_ Starts: \_\_\_\_\_ Ends: \_\_\_\_\_ Days: \_\_\_\_\_ \$/day: \_\_\_\_\_ Hrs/day: \_\_\_\_\_  
(crew positions or title/s) (date labor begins) (date labor ends) (total days of labor) (labor rate/day USD) (Total hours/day)

Labor rates are subject to WA state labor laws. Employees working five consecutive hours or less need not be allowed a meal period. Employees working over five hours shall be allowed a meal period. See WAC 296-126-092(1).

**7b.** “Standard” labor rates are booked for 10 hours of work with a thirty-minute lunch break. Any working hours exceeding 10 hours will be billed at a rate of 1.5 times the “standard” labor rate. For overtime exceeding 12 hours in a single work day, any additional hours worked starting at hour 12 will be billed at a rate of 2 times the agreed “standard” daily rate.

**7c.** Workday turnaround. Production will ensure a “12 hour turn around” from the time all equipment has been loaded onto trucks/production vehicles and the drive away from “set” begins to the call time for the start of the following production day. Any hours less than 12 hours between work times will be billed at the hourly rate of a standard 10hr day at the agreed upon labor rate.

**7d.** **Northwest Grip LLC** and its employee/s agree to waive the overtime rate schedule for certain “micro” budget “Indi-film” projects. This discount will sometimes be offered in effort to assist the local film community with the growth of independent film production in the Pacific Northwest when both parties agree to such extra working conditions.

Yes, I waive overtime charges for this production only. Signed: \_\_\_\_\_ date: \_\_\_\_\_  
(Northwest Grip LLC employee)

No, I do not waive overtime charges for this production. Signed: \_\_\_\_\_ date: \_\_\_\_\_

**8a.** Certificate of insurance (COI). **Northwest Grip LLC** requires the Lessee or renter/s have sufficient insurance coverage to replace the total and potential unforeseen "realistic" value of any rented equipment from **Northwest Grip LLC**. The total recommended insurance liability of the Lessee held should be at \$100,000.00 USD or at a minimum covering the replacement costs equipment rented from **Northwest Grip LLC**.

Please make COI payable:

Minimum Liability insurance coverage needed:

**Northwest Grip LLC  
18915 37th Ave NE  
Lake Forest Park, WA  
360-471-5557**

**Replacement value:** \_\_\_\_\_ USD.

I meet the insurance requirements. Initials: \_\_\_\_\_

I have completed a Credit Card authorization form in lieu of liability insurance. **Initials:**

**8b.** If the Lessee or renting party does NOT meet the minimum insurance liability coverage you may complete an "**NWG LLC Credit Card Authorization form in Lieu of rental insurance**." This form is a release authorizing **Northwest Grip LLC** to charge the Lessee or Renter/s for replacement costs of damaged equipment or other potential costs incurred that would otherwise be paid out by the Lessee's or Renter/s liability insurance.

**9. Payment.** You may request a "credit" based account for billing. Until Northwest Grip LLC has a completed and approved credit account form, all "standard" equipment rentals require payment prior to leaving **Northwest Grip LLC**'s custody. When a **Northwest Grip LLC** employee works labor along with providing subsequent gear rentals NWG will bill the Lessee or Hiring company Net 15 days to pay with 5% monthly fees accruing on accounts 31 days past due the last date of rental service.

#### **10. Equipment rentals.**

## **Northwest Grip LLC 2017 rental/labor agreement.**

By signing this document I, \_\_\_\_\_ of \_\_\_\_\_  
(Authorized Lessee or renter. Printed name and title.) (Name of Production Company)

Company address: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact name/title: \_\_\_\_\_ EIN \_\_\_\_\_

agree I have read and understand the rental terms, costs and payment expectations for temporary usage of equipment listed in the previous 3 pages of the **Northwest Grip LLC 2017 rental/labor agreement**. If I'm a sole proprietor, then I or if I am an authorized representative of a "company" then such "company" will be held liable to meet all equipment and labor agreements outlined above.

**Signed:** \_\_\_\_\_ **(Lessee) date:** \_\_\_\_\_

Signed: \_\_\_\_\_ (NWG) date: \_\_\_\_\_