

Equipment rental agreement between Northwest Grip LLC and _____.
(production company/person renting equipment)

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 a 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. Rental agreement. Once a rental agreement is 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 an equipment rental that is less than 48 hours prior to the agreed start date, a fee of 50% of the equipment rentals total value will be charged. If the hiring agent, lessor and or production personnel want to cancel an 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 equipment rental value per lost "opportunity cost" to other potential renters.

7a. 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 general commercial liability insurance amount held by Lessee should be \$1,000,000.00 USD. The minimum amount of replacement value held must cover replacement costs of equipment rented from **Northwest Grip LLC**.

Please make COI payable:

Minimum 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:** _____

7b. 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 approval of such "business credit account", all "standard" equipment rentals require payment prior to leaving **Northwest Grip LLC's** custody. If and when a customer is approved for a "business credit account" payment schedule, it is noted that a 5% compounding late fee will be added each subsequent month to all invoices that are 15 days past due of the agreed "credit account" terms payment deadline. Northwest Grip LLC accepts cash, VISA, Master Card, AMEX, business checks and personal checks with proof of a valid government issued ID. Sales tax will be added to the final cost of all rentals unless we receive a completed WA motion picture sales tax exemption form.

10. Rental period. Equipment rentals consist of a 24hr period of use and must be return by 11AM the day following usage. *Example: If a rental is for 1/15/18, the client may pick up equipment the evening of 1/14/18 used on the 15th and returned the 16th by 11AM.* If rental equipment is NOT returned by the next day at 11AM you will be charged for another full rental day.

