

Rigging Services Agreement

Client Name: _____
Client Address: _____

Client Contact: _____
Client Phone: _____
Contact's Email: _____

Staffing Needs

Start Date: _____ End Date: _____
No. Personnel: _____ Specialty: _____
Daily Minimum Shift Hours Per Person*: _____
*Subject to actual End Date

Rental Equipment

Start Date: _____ End Date: _____
Transportation Provider: _____
Departure Date 1: _____
Departure Date 2: _____
Return Date 1: _____
Return Date 2: _____
**Total charges will be based on actual Return Date(s) of equipment

Location(s) of Use

List of personnel and/or equipment locations by date for entire duration of Contract (Include venue name and address – a copy of Tour Itinerary is suitable if it meets this information requirement):

Date:	Venue	Address

Payment Schedule Below, or Schedule C

Total Equipment Rental*** \$ _____ Date Payment Due****: _____
Deposit Amount: \$ _____ Date Deposit Due _____
Payment Notes _____

***Washington State requires a Retail Sales Tax on all gross labor billing and materials receipts

****12.5% Administration Fee WILL INCREASE to 17.5% after 10 business days from “Due Date” Above

_____ Accepts

Rigging Provider is Rigging Company – Rigging, LLC.(herein after referred to as Rigger) agrees to provide the services described in Schedule A, subject to the terms and conditions set forth herein to the person or entity described above (“Company”). Company hereby warrants that they have read, understood and agreed to be bound by all terms and conditions set forth this Rigging Services Agreement (“Agreement”).

Company: _____ [signature] Date: _____

For the purposes of this agreement Rigger means Rigging Company – Rigging ,LLC., its officers, directors, members, agents, representatives, principals, employees, affiliated companies and any subcontractors appointed by Rigger. Company shall mean the entity listed on the first page and its officers, directors, members, agents, representatives, principals, employees, affiliated companies and any subcontractors appointed by Company.

1. **SERVICES AND EQUIPMENT; PERMITS.** Rigger agrees to provide the services and equipment to Company as described on page 1 or in an attached work schedule and warrants that the services will be provided in a timely manner. Company shall be solely responsible for obtaining all state and local permits pertaining to the Company’s contemplated use of the equipment and its operation. All permits shall be obtained prior to Rigger’s performance of services under this agreement.

_____ Accepts

2. **CHARGES; CHANGES IN RENTAL EQUIPMENT OR RENTAL PERIOD.** Company shall pay Rigger on all services and equipment charges as agreed to herein and other charges in accordance with the Agreement. The parties understand that the services and/or equipment requirements of the Company may change after the execution of this agreement. In the event of any changes required by Company, Company agrees that there may be changes in the service and/or equipment charges. All other terms and conditions of this Agreement will remain in full force and effect despite any amendment or change to the charges hereunder. Both parties agree that after the Minimum Rental Period has been fulfilled, the agreement can be terminated by giving seven (7) days written notice to the other party. In the event of a cancellation, Rigger shall disassemble and remove the equipment and the Company shall continue to pay for the services and equipment until the equipment arrives at Rigger.

_____ Accepts

3. **OPERATION OF EQUIPMENT.** Company acknowledges that Company, its agents and the operators of the equipment understand the operating procedures of each piece of equipment installed by Rigger and that all operators shall be competent to use the equipment. Company is responsible for the operation of all equipment by its own staff. The raising and lowering of equipment attached to rigging supplied by Rigger is a delicate and potentially dangerous task if performed by persons not experienced in such matters. As a result, Rigger strongly recommends that Company hire Rigger to raise and lower any such equipment. If Company nevertheless elects to perform such services itself or through personnel not supplied by Rigger, then Company shall be fully responsible for any damages caused to property (whether Rigger’s or anyone else’s) or personal injury to any one resulting from Company’s actions. In no event shall Company, its agents or employees rig any equipment onto Rigger’s equipment.

_____ Accepts

4. **INSURANCE.** Company hereby agrees to maintain in force for the duration of this Agreement, insurance of the following types and minimum amounts: WORKERS COMPENSATION AND EMPLOYERS LIABILITY policy valid in all jurisdictions where the work will place with statutory coverage for Part I and Part II limits of \$1,000,000 Per Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 Disease – Policy; and COMMERCIAL GENERAL LIABILITY on an Occurrence form with a minimum limit of \$1,000,000 Combined Single Limit, including Contractual Liability and Personal Injury Advertising Liability. Rigger shall be named as an additional insured on all policies. Company shall provide Certificates of

Insurance to Rigger, evidencing that the insurance required by this section is in force, stating policy numbers, dates of expiration and limits of liability thereunder. All insurance shall be provided by insurance companies with a Best's Rating of A, XII or better. Policies shall provide for a thirty (30) day notice of cancellation or material change in favor of any certificate holder **and shall contain a waiver of subrogation against Rigger**. If Company's fails to provide Certificates of Insurance, Rigger may obtain (in Rigger's sole discretion and without any obligation to do so) insurance policies to satisfy Company's obligation, at Company's sole cost. Company shall promptly reimburse Rigger for all costs incurred by Rigger.

_____ Accepts

5. INDEMNIFICATION. Rigger will indemnify and hold harmless Company, its officers, directors, members, employees and agents from and against any and all claims, judgments, damages, costs of expenses (including reasonable attorney fees), to the extent arising out of, or occasioned by the operations of Rigger under this Agreement, except for occurrences or actions caused by the negligence or willful misconduct of Company. Company will indemnify and hold harmless Rigger, its officers, directors, members, employees and agents from and against any and all claims, judgments, damages, costs of expenses (including reasonable attorney fees) , to the extent arising out of, or occasioned by the operations of Company under this Agreement, except for occurrences or accidents caused by negligence or willful misconduct of Rigger.'

_____ Accepts

6. WAIVER OF SUBROGATION. Notwithstanding the foregoing, to the extent that the parties may legally so agree, neither Company nor Rigger shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to any person or any of the property of Company or Rigger, as the case may be which loss or damage is covered by any insurance policies carried by the parties and in force at the time of any such damage, even though such loss might have been occasioned by the negligence of Company or Rigger, and the party hereto sustaining such loss or damage so protected by insurance waives its rights, if any, of recovery against the other party hereto to the extent and the amount that such loss is covered by such insurance. This release shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the aforementioned waiver shall not affect the right of the insured to recover under such policies.

7. WAIVER OF RIGGER LIABILITY.

- (a) IN NO EVENT SHALL RIGGER BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES CAUSED BY: (1) USE ON NON-RIGGER FURNISHED EQUIPMENT; (2) COMPANY'S FAILURE TO FOLLOW RIGGER'S OPERATIONS MANAGEMENT PLAN (ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE) AND/OR DIRECTION, INCLUDING COMPANY'S FAILURE TO NOTIFY RIGGER OF ANY MALFUNCTION OF ANY PORTION OF THE EQUIPMENT; (3) FAILURE OR MALFUNCTION OF EQUIPMENT NOT SERVICED BY RIGGER; (4) ACTIONS OF NON-RIGGER PERSONNEL; (5) FORCE MAJEURE CONDITIONS AS STATED IN SECTION 10.
- (b) RIGGER SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES; (1) INDIRECT OR INCIDENTAL DAMAGES; (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS OR REVENUE OF ANY KIND. RIGGER SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT RIGGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

_____ Accepts

8. INDEPENDENT CONTRACTOR STATUS. Rigger is in an independently established practice and desires to contract to provide services and/or equipment to the Company as needed and requested by Company. Both Rigger and Company fully and freely intend to create an independent contract relationship under this Agreement. Rigger has the right to hire employees of its choosing to fulfill obligations under this Agreement. Rigger alone shall have the right to make the final decision regarding all employment and/or

Human Resource issues regarding all employees, agents, affiliates, etc. of Rigger. Rigger has the authority to hire, discipline and/or discharge the temporary workers provided under this Agreement.

_____ Accepts

9. CHOICE OF FORUM; ARBITRATION. This Agreement shall be construed under the laws of the State of Washington without giving effect to its conflict to laws rules. The parties agree any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and in the County of King, Washington. Judgment of the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. If binding arbitration is not available for any reason, exclusive venue for all disputes arising out of or related to this Agreement shall reside in a court of competent jurisdiction in King County, Washington.

_____ Accepts

10. FORCE MAJEURE. Neither party will be liable in any manner for any loss or damage, incurred or suffered as a result of any failure or delay in performance caused by winds in excess of thirty (25) miles per hour, snow fall accumulation, dust storm, lighting storm, public warning issued by State authorities, strike, lockout, labor dispute, fire, Act of God or public enemy, riot, interference by civil and military authorities, acts of war or terrorism, compliance with law, delays in transit or delivery on the part of the transport companies or communications facilities or failures of sources of raw materials.

_____ Accepts

11. MISCELLANEOUS.

- (a) The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof.
- (b) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- (c) Neither party shall assign its rights or delegate its duties under this Agreement without the prior written permission of the other party; except that either party may assign all or part of this Agreement to any of its affiliated companies without the consent or notice to the other party.
- (d) Any failure or delay by either party in exercising any right or remedy in one or many instances will not prohibit a party from exercising it at a later time or from exercising any other right or remedy.
- (e) This Agreement and any schedules or exhibits referred to in this Agreement, which are incorporated herein, supersede and terminate any and all prior agreements, if any, whether written or oral, between the parties with respect to the subject matter contained herein. Each party agrees that it has not relied on any representation, warranty or provision not explicitly stated in this Agreement, and that no oral statement has been made to either party that in any way tends to waive any of the terms and conditions of this Agreement.
- (f) This Agreement constitutes the final written expression of all terms of the Agreement, and it is a complete and exclusive statement of those terms.
- (g) No part of this Agreement may be waived, modified, or supplemented in any manner whatsoever except by a written instrument signed by duly authorized officers of the parties.
- (h) Any provisions which by their nature extend beyond termination of this Agreement shall survive termination.
- (i) If any provision of this Agreement is held unenforceable or invalid under any law, such unenforceability or invalidity will not affect the remainder of the Agreement.
- (j) Company shall pay Rigger all costs and expenses, including attorney's fees, incurred by Rigger in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

_____ Accepts

I witness whereof, the parties have signed this Rigging Services Agreement (with any individual executing on behalf of a corporation or other entity hereby warranting that such execution is with full authority) on the date below.

Company _____ Rigging Company – Rigger,LLC.
Signed: _____ By: _____
Printed Name _____
Date: _____ Date: _____