



## **INSURANCE COVERAGE FORM (BORROWER)**

Thank you for joining the FriendWithA community. This form outlines information concerning various insurance coverages provided by FWA. For information about the use of our Website <https://friendwitha.com> and/or Service please refer to our Terms of Service (the "Agreement") found at <https://friendwitha.com/terms/>. Various provisions in this form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this form, the words "you" and "your" refer to the Insured shown in that section. The words "FWA", "we", "us" and "our" refer to the Company, FriendWithA LLC.

### **TERMS:**

**Borrower:** Individuals on the site who are rent out gear from owners.

**Equipment:** Any reference to the word equipment would be any preset category on the FWA website or any of the following items, including and not limited to: Cameras & Camera Equipment, Sound, Lighting, Grip Equipment; Communications Equipment; Portable Electric Equipment; Editing and Projection Equipment; Office Personal Property & Similar Personal Property; Generators; Mechanical Effects Equipment; Props; Sets, and Wardrobes and all similar personal property, Lawnmower, Electric Skateboards, One wheels, Electric Unicycles, Electric Scooters, Drones, Tools, Landscaping Equipment, Party Supplies, Musical Instruments, Camping and Outdoor Equipment, Water Sports, Sports Equipment, Video Monitors.

**Owner/Lender:** Individuals on the site who own equipment, and list their equipment up for rent.

**Voluntary Parting:** When in the middle of a rental transaction, after you hand over an item for rent, the borrower never returns the equipment, and it has not been lost or stolen from the borrower.

### **A. GENERAL**

FWA does not assume liability for loaned items. FWA does screen borrowers, owners, or their loaned items. We do so through ID and background checks for both lender and the borrower. YOU HOWEVER ARE SOLELY RESPONSIBLE FOR THE PROPER USE OF ANY LOANED ITEM YOU PROCURE FROM THE SERVICE. YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK. The service and content are provided on an "as is" and "as available" basis. FWA expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

PLEASE READ THIS FORM CAREFULLY, ITEMS NOT HEREIN ARE THEREFORE NOT OFFERED, INSURED, OR COVERED.

### **B. BORROWER**

1. General: As a borrower ("Borrower") of a Loaned Item, you are responsible for returning the Loaned Item in the condition it was in when you obtained it (less normal wear and



tear). You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you permit to use or otherwise access the Loaned Item. EVENTS CAUSED BY THIRD PARTIES ARE YOUR RESPONSIBILITY AND ARE NOT INSURED.

If the owner of a loaned Item claims and provides evidence that you as a Borrower have damaged Loaned Item (a "Damage Claim"), the Owner can seek compensation for the damaged amount directly from FWA. FWA will investigate the claim and may pay the Owner after talking with both parties, doing an independent investigation and providing item to an independent claims party. If an Owner makes a Damage Claim to FWA, FWA will reach out to you to investigate the issue and you will be given an opportunity to respond. If FWA determines in its sole discretion that you are responsible for the Damage Claim, FWA will collect any such sums from you. If you have purchased damage insurance through FWA that coverage may replace or repair your item, depending on the damage. Insurance does not cover purposefully acts to damage or omissions, misrepresentation, and/or actions to defraud.

## 2. Insurance Offered:

### a. Coverage Offered (Borrower Damage Protection)

- i. Damage: provides coverage for FWA Borrowers. The program protects small and accidental damages to owner gear - UP TO \$5,000 USD per occurrence- during a rental on FWA, and UP TO \$6,000 USD if you rent more than one item. Ex. A crash on an electric skateboard, a chip while moving equipment, accidentally dropping the equipment.
- ii. Cost: This is offered at the time of rental on each rental item. There is no annual policy, only insurance per transaction. To see exactly how much we would charge for a specific item, please go to book your rental equipment, and you will see the option to purchase damage insurance which is automatically checked. There is no annual policy, only insurance per transaction on FWA.
- iii. What is NOT covered: Claims made outside of the USA, and; Claims where no documentation is provided (photos, receipts, etc.). Equipment intentionally afloat or submerged underwater. Intentionally damaging the equipment or using it in an unsafe manner. Damage while riding or using gear in areas which are not permitted. Equipment valued over \$5,000. Equipment stolen from an unlocked vehicle or if someone steals the item from you in another manner. Items which are prohibited and not allowed on the site. Or any act or omission which falls under an exclusion below.
- iv. Deductible: There is no deductible limit.



b. Limits of Insurance: The most we will pay for loss or damage in any occurrence is the applicable Limit of Insurance shown above.

c. Adjusted Loss: We pay the amount of the adjusted loss. Adjusted Loss is the damage in excess of the Deductible, up to the applicable Limit of Insurance. Any amount exceeding such amount is not covered and therefore the responsibility of the borrower.

C. RIGHT TO DEFEND: We will have the right to defend the insured against any "suit" seeking damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. THIS IS NOT A DUTY. We will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend.

D. FINANCIAL INSTITUTION DISCLOSURE: FriendWithA LLC, is financed through Kabbage, Inc., an Atlanta, Georgia based financial institution which provides financial services.

E. REIMBURSEMENT In the event we provide a defense for an Insured under the Policy and it is at any time determined that any Claim or theory of recovery for which a defense has been provided by us is not covered under the Policy, we expressly reserve the right to seek reimbursement of any Damages and/or Claim Expenses associated with any such Claim or theory of recovery from the Insured, including reimbursement on a prorate basis for that portion of any Claim or theory of recovery not covered if multiple Claims or theories of recovery have been asserted.

F. LEGAL ACTION AGAINST US No person or organization has a right under this Policy to:

1. Join the Insurer as a party or otherwise bring them into a Suit asking for Damages from an Insured; or
2. Sue the Insurer under this Policy unless all of the terms of the Policy have been fully complied with by the Insured.

G. OTHER INSURANCE A person or organization may sue the Insurer to recover on an Agreed Settlement or a final judgment obtained after an actual trial against an Insured, but the Insurer will not be liable for Damages that are not payable under Other Insurance:

1. If other valid and collectible insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance, is available to an Insured for a loss covered under this Policy, then:
  - a) This Coverage is excess over the other insurance, including any form of self-insurance; and
  - b) We will have no duty to defend any Claim or Suit that any other insurer has a duty to defend. If no other insurer or issuer of a form of self-insurance defends, we may



undertake to do so, but we will then be entitled to enforce the Insured's rights against those other insurers, self-insurers, or self-insured entity for defense costs, contribution, or indemnity.

2. When both this Policy and other insurance, whether primary, excess, or contingent or on any other basis, including any form of self-insurance, apply to the loss on the same basis, we will not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

a) If all such other insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than that which would be payable if each Insurer or self-insured entity contributes an equal share until the share of each Insurer or self-insured entity equals the lowest applicable Limits of Liability under any one policy or coverage contract or the full amount of the loss is paid. With respect to any amount of the loss not so paid, each remaining Insurer or self-insured entity will then contribute an equal share of the remaining amount of the loss until each such Insurer has paid its limit in full or the full amount of the loss is paid.

b) If all such other insurance does not provide for contribution by equal shares, the Insurer shall not be liable for a greater proportion of such loss than the applicable Limits of Liability under this Policy bears to the total applicable Limits of Liability of all other valid and collectible insurance applicable to such loss.

3. If this Policy and any other policy or coverage contract issued to you by us or any company affiliated with us apply to the same Accident, the aggregate maximum Limit of Liability or any applicable Sub-limits under all of the policies and coverage contracts shall not exceed the highest applicable Limit of Liability or Sub-limit under any one policy or coverage contract. This condition does not apply to any policy or coverage contract issued by us, or an affiliated company, specifically to apply as excess insurance over this Policy.

H. NON-ASSIGNABLE No interest, coverage, or rights under this Policy may be assigned or transferred to any other person or entity without the prior written consent of the Insurer. This Policy is issued to the Insured as owned and managed at the time of the Application and does not transfer upon a change in ownership or management without prior written approval of the Insurer.

I. CHANGES THIS POLICY, INCLUDING ANY ENDORSEMENTS, contains all of the agreements between the Insured and the Insurer concerning the insurance provided by the Policy. The coverage terms can be amended or waived only by the Insurer, and not by any broker or agent, and made a part of the Policy.

J. FALSE OR FRAUDULENT CLAIM If any Insured shall make any Claim under this Policy knowing such Claim to be false or fraudulent, as regards to amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited. Given the unique

features of the coverage being provided to the Insured, coverage has been quoted, bound and issued with the express condition that the Insured acknowledge receipt and acceptance of the terms and conditions of coverage by returning the Receipt Form provided herewith. Coverage is subject to cancellation in the event the Insured fails to acknowledge receipt and acceptance of the terms and conditions of coverage by returning the Receipt Form provided.

- K. EXCLUSIONS:** We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
1. Bodily Injury during the course of a business: a. Any Insured arising out of and in the course of the conduct of the Insured's business or insured activities; or b. Any independent contractor, volunteer or other person engaged in the course of the conduct of the Insured's business or insured activities; or c. The spouse, child, parent, brother, or sister of any Insured, independent contractor or volunteer as a consequence of Bodily Injury to any Insured. This Bodily Injury Exclusion applies when an item is rented for the purposes of a business; any activities for a business are not covered regardless of the capacity.
    - a) Any obligation for which workers compensation, disability benefits, unemployment, Compensation law, or any similar law, or any law relating to any employer/employee benefits would apply.
  2. Negligent entrustment, No coverage is provided for Claims alleging negligent entrustment, training, or supervision, failure to provide adequate security, or other allegations of intentional, negligent, or reckless conduct related to actual or alleged assault and/or battery with the item of another.
  3. Bodily Injury or Property Damage for which any Insured may be held liable by reason of:
    - a. Causing or contributing to the intoxication of any person; or b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or d. The violation of any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages or controlled substances; or e. The use of alcohol, narcotics, intoxicants, or illegal drugs.
      - a) Bodily Injury or Property Damage arising out of the use of firearms by, on behalf of, or at the direction of any Insured, or out of the existence, use, storage, or handling of any material constituting, or intended for use as, an explosive or which have known explosive properties.
      - b) Bodily Injury or Property Damage arising out of the ownership, boarding, or use of any kind of animal, whether or not domesticated.

- c) Bodily Injury or Property Damage arising out of the ownership, use, operation, maintenance, or supervision of any type of mechanical device or equipment, whether or not such device or equipment is ridden by any person or persons.
  - d) Bodily Injury or Property Damage arising out of the willful violation of a penal statute or ordinance.
  - e) Bodily Injury or Property Damage arising out of the acts of an Insured's employee, volunteer, or agent outside the scope of his or her employment or duties.
  - f) Bodily Injury or Property Damage expected or intended from the standpoint of any Insured.
  - g) Bodily Injury or Property Damage which directly or indirectly is the result of an act, error, or omission which was performed by the Insured prior to the Policy Period stated on the Declarations or any Endorsement, regardless of the date the Bodily Injury or Property Damage was first discovered, first manifest, or reported.
  - h) Bodily Injury or Property Damage arising out of the rendering or failure to render professional services.
4. Any Claim related to, caused by, or arising from Hazardous Materials including, but not limited to: a. The handling, storage, disposal, processing, treatment, or releasing or exposure to Hazardous Materials. b. Any loss, cost, or expense arising out of any: Request, demand, or order (including consent decrees, consent orders, or administrative procedures) that any Insured or others test for, monitor, clean up, remove, contain, treat, or neutralize, or in any way respond to, or assess the effects of Hazardous Materials. This Hazardous Materials Exclusion applies to discharge, dispersal, seepage, migration, release, or escape, within a building or in the atmosphere, of Hazardous Materials at or from any premises regardless of whether or not owned, rented, occupied, or controlled by an Insured. Clean up costs incurred by any Insured of any Hazardous Materials are not Property Damage under this Policy.
5. Property Damage to: a. Property you own, use, rent, or occupy regardless of when the Property Damage occurs or was discovered; b. Personal property in your care, custody, or control; c. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the Property Damage arises out of those operations; d. Premises you sell, give away, or abandon if the Property Damage arises out of any part of those premises regardless of when the Property Damage occurs or was discovered; Property loaned to you; or That particular part of any property that must be restored, repaired, or replaced because Your Work was improperly performed on it.
- a) Any Claim for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or





disposal of Your Product, Your Work, or Impaired Property if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

b) Any Claim for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award, or the return or restitution of legal fees, costs, and expenses. Claims for or awards against any Insured for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award are not covered by the Policy regardless of whether they are demanded or awarded based upon the conduct of an Insured or upon the conduct of others for whose conduct the Insured may be deemed to be vicariously liable.

6. Any Claim seeking relief other than for monetary damages including, but not limited to, claims for injunctions, temporary restraining orders, or other equitable relief or requiring any Insured to take any action other than the payment of compensatory monetary damages for Bodily Injury or Property Damage as defined herein.

7. Any Suit brought on behalf of a class or putative class.

L. WARRANTIES: WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. WE DO NOT PROVIDE ANY WARRANTY THAT IS IN CONNECTION WITH ANY LOANED ITEMS, SERVICES, PRODUCTS, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH OUR WEBSITE OR SERVICES.

M. INDEMNITY You will indemnify and hold FWA, and its subsidiaries, affiliates, officers, agents, and employees (the "Indemnified Parties"), harmless from any costs, damages, expenses, and liability caused by your use of the Service, Content, Loaned Items, your violation of our Terms of Service, or your violation of any rights of Loaned Items. For the sake of clarity, this indemnity will cover any claims against the Indemnified Parties arising in connection with personal injury or death occurring in connection with the use of, or exposure to, Loaned Items by you or your representatives (e.g., your spouse or family members) or received by you or your representatives (e.g., members of your family, caregivers, your children, or other children under your care).

N. JURISDICTION The Insured understands and acknowledges that the Insurer conducts its business activities, including underwriting, risk management and claims services within the State of Washington. The Insured represents and acknowledges that the Insured has purposefully directed its actions to procure the insurance services of the Insurer within the State of Washington and, for that purpose, will make continuous and systematic requests



for the Insurer's services in the \_\_\_\_\_ State of Washington. The Insured acknowledges that, by entering into this policy of insurance, the Insured is deemed to be transacting business within the State of Washington such that the courts of Washington may exercise jurisdiction over it regarding any issues arising out of this Policy. In addition, the Insured hereby understands and consents to the jurisdiction of the courts in the State of Washington and agrees that those courts shall be the exclusive forum for the resolution of any claims or disputes arising between the parties related to any insurance coverage issues and any payments due the Insured under the Policy, unless both the Insurer and Insured agree otherwise in writing.

- O. CONTACTING FWA: If you have any questions or concerns about this Insurance coverage form, please send us a thorough description by email to [legal@friendwitha.com](mailto:legal@friendwitha.com), or write to us at:

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