



INSURANCE COVERAGE FORM (LOANER)

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 without purchasing the provided FWA insurance. FWA does screen borrowers, owners, or their loaned items. We do so through ID and background checks for both lender and the borrower. **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. OWNER

- 1. General:** As an Owner ("Owner"), if a Borrowed Item is returned to you in an unsatisfactory condition (less normal wear and tear) you may make a Damage Claim by contacting support@friendwitha.com. Please make sure to supply all supporting



documentation (e.g. before and after photos) so that FWA may make an accurate assessment of your Damage Claim. If an item is not returned, or stolen, we would first conduct an investigation, then contact local authorities, and work with you to replace the item at no charge. If the owner or borrower elects insurance coverage, that coverage may replace or repair your item. Insurance does not cover purposefully acts of omissions, misrepresentation, and/or actions to defraud.

2. Insurance Offered:

a. Coverage Offered (Lender Damage Protection)

- I. Loss/Damage/Stolen: Lender Damage Protection provides coverage for FWA lenders. The program protects your property if anyone loses/steals (voluntary parting) or damages your gear - UP TO \$5,000 USD - during a rental on FWA. If enough damage has been done that an independent 3rd party can appraise the damage done, FWA will cover the replacement. If any components were damaged, major marks/major blemishes/ major scratches, those components will be repaired or replaced.
- i. Cost: Our insurance rates depend on the item value. To see exactly how much we would charge for a specific item, please use our fee calculator. <https://friendwitha.com/things/fee-calculator/> There is no annual policy, only insurance per transaction on FWA.
- II. What is NOT covered: Claims made outside of the USA, and; Claims where no documentation is provided (photos, receipts, etc.). Normal wear and tear. Minor scratches that occur while moving the gear that are not able to be replaced. Items over \$5,000. Items which are prohibited and not allowed to be rented while on the site. Damages, such as Loss of income generated when equipment is rented out. Or any damage which would fall under an exclusion below.
- III. Deductible: There is no deductible limit. As long as an independent 3rd party is able to appraise the damage done, FWA will cover the damages.

b. Coverage Offered (Personal Injury Protection)

- i. Bodily Injury: In the unlikely event that someone files a lawsuit or claim against you for bodily injury, this coverage provides liability for UP TO \$100,000 USD PER OCCURRENCE, in the event of third-party claims of injury while using your gear. This operates through the borrower's waiver prior to renting out any tools or sports equipment.
- ii. Cost: Free



- iii. What is NOT covered: Property Damage; Claims made outside of the USA; and; Claims where no documentation is provided (photos, receipts, etc.). Or any injury which would fall under an exclusion below.
- 3. Process: If a Borrowed Item is returned to you in an unsatisfactory condition (less normal wear and tear) you may make a claim by contacting support@friendwitha.com. Claims should be submitted within 48 hours after the rental has ended. Please make sure to supply all supporting documentation (e.g. before and after photos) so that FWA may make an accurate assessment of your Damage Claim. Following your claim, please allow for 2-3 weeks for us to determine the appropriate action for your item (Replacing or Repairing and who pays).
- 4. Uninsured: In the event a Borrower damages or destroys a Loaned Item, FWA, in its sole discretion, may offer to pay up to \$5,000 of the Loaned Item's value to the Owner. THE FOREGOING SENTENCE IS NOT A GUARANTEE OF COMPENSATION, REPAIR, OR REPLACEMENT BY FWA FOR DAMAGED OR DESTROYED LOANED ITEMS.
- 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. M. 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. 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) Property Damage to any goods or products manufactured, sold, handled, distributed, or disposed of by you, by others trading under your name, or by a person or organization whose business or assets you have acquired.
 - b) Property Damage to Your Work, including but not limited to claims of faulty, incomplete or deficient workmanship, regardless of whether such damage occurs or is discovered after that work has been completed.
 - c) Property Damage to Impaired Property or property that has not been physically damaged, arising out of: a. a defect, deficiency, inadequacy, or dangerous condition

- in Your Product or Your Work; or b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- d) 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.
- e) 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.
2. 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.
3. Any Claim related to, caused by, or arising from mold and fungi including, but not limited to: a. Any sums that any Insured becomes legally obligated to pay as Damages because of Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or Medical Payments directly or indirectly relating to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them at any time; or b. Any loss, cost, or expense to: (1) Any Insured or any other person or organization that they may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory, or regulatory requirement or otherwise; or (2) Any Insured or any other person or organization that they may incur in connection with any Claim or Suit on behalf of any governmental authority or any person or organization relating to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them. The Company neither assumes nor has any duty or obligation to defend any Insured with

respect to any Claim or Suit seeking any damages related to or resulting from mold, mildew, or fungi.

4. Any Claim or Damages arising out of a transmissible pathogen or disease which means a specific causative agent of disease, especially a living microorganism such as, but not limited to, a virus, bacterium, or fungus that is capable of being transmitted from one person or place to another by any means including, but not limited to, human transmission (including close contact such as coughing, sneezing, or otherwise releasing a pathogen into the air), food or water contamination, animal transmission, or transmission by inanimate objects.
5. Claims or Damages arising out of Cyber Liability. For purposes of this exclusion, Cyber Liability means a data breach, whether inadvertent or intentional, in which a third party's private or confidential information in the possession of any Insured is exposed, stolen or destroyed, regardless of whether the data breach is the result of conduct of the Insured. Cyber Liability, as used in this exclusion, includes any damage to data or tangible property arising from a computer virus. Cyber Liability also includes cyber extortion or network shutdowns.
6. Any Suit brought on behalf of a class or putative class.
7. Any Claim or Damages alleging public nuisance, private nuisance, attractive nuisance, statutory nuisance or any other similar claim relating to the interference of the property rights, or loss of use or enjoyment of property, on the part of another person or entity, whether such claims involve negligent or intentional conduct.
8. Governmental Action Seizure or destruction of property by order of governmental authority. We will **NOT** pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority.
9. Nuclear Hazard Nuclear reaction or radiation, or radioactive contamination, however caused. If nuclear reaction or radiation, or radioactive contamination, we will **NOT** pay for the direct loss or damage caused.
10. War and Military Action
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. Exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.



- 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, or write to us at:

FriendWithA
220 2ND AVE S
Seattle, WA 98104