

Service Agreement

This Agreement is made and entered into as of ____/____/20__ by and between Jersey Jibs LLC/
Motion House, having its place of business at 109 Quail Ct Monroeville, NJ 08343 (Jersey Jibs llc's place
of business),

and _____
(Client)

having its place of business at:

(Clients's place of business).

Contact Person - _____

Contact Email & Phone - _____

Services to be Provided:

For the dates of:

____/____/____ to ____/____/____

All equipment is thoroughly inspected, cleaned and in good working order when it leaves Jersey Jibs llc/
Motion House. Client is solely responsible for any and all equipment used in the service agreement during
the project. Adjustments will not be made for problems reported after termination of job.

Your responsibility regarding equipment

Clients assume **full responsibility** for all service items /equipment under the production. Client agrees to
compensate Jersey Jibs /Motion House for full replacement value should said equipment be lost, stolen,
broken or damaged by any cause whatsoever. Client further agrees to compensate Jersey Jibs llc / Motion
House for costs incurred in the cleaning and maintenance of the equipment necessarily caused by use of
the gear in inclement weather, job related conditions or when client is shipping said gear.

*Client shall provide a clean/ covid safe work environment and any contamination costs shall be covered
by client.

SAFETY

Jersey Jibs llc/Motion House maintains the right to cancel the service arrangement with client on the basis
of **any safety or risk concerns** with respect to the Operator and Crew and/or the operation of the
equipment, or any location that places the safety of the operator and crew and/or equipment at risk. **Or
lack of required permits or non planning of stunt work.**

WEATHER

Jersey Jibs llc/Motion House maintains the right to not Operate Equipment (Jibs) in cases of bad weather
whether it be for high wind or wind gusts or lighting. Jibs are made of metal and considered a high risk
for lightning strikes (lighting rod)

We follow OSHA regulations and **not touch or be near metal equipment** and "lightning can strike up to
ten (10) miles away from any rainfall. As such, **OSHA recommends employees move indoors any time
thunder can be heard and remain indoors for 30 minutes after the last audible thunder.**"

_____ Client Initials

Permits & Liability

*Any permitting, registration, location agreements, police presence or other necessary permissions required for operations are the requirement of the Client/ Production company. If the Client/ Production company fails to obtain said requirements Jersey Jibs llc retains the rights to cancel this agreement and not perform the work until a valid permit is obtained and presented to Jersey Jibs LLC/Motion House. **100% of service fees shall be due**, as well as any incurred costs/losses suffered by us for expenses incurred for production, prep of production or any resulting government action (fines, seizure, asset forfeiture, legal fees, impounding of vehicles, etc)
Stunt work shall have proper safety precautions taken and must be coordinated ahead of and during shoot.

3. Indemnity: Client agrees to indemnify and hold Jersey Jibs llc/ Motion House harmless from any and all third party claims, actions, suits, proceedings, reasonable and verifiable costs, expenses, damages and liabilities, including reasonable outside attorney fees arising out of, connected with, or resulting from the Service/ work performed, any Equipment including motor vehicle, or the employment of any personnel provided by Jersey Jibs llc/Motion House. Jersey Jibs llc/Motion House shall not be held liable for any consequential damages resulting from non-operation or mechanical malfunction of any Equipment. Client also agrees to indemnify, defend, and hold Jersey Jibs llc/Motion House harmless from and against any and all third party claims, actions, suits, proceedings, reasonable and verifiable costs, expense, damages and liability including reasonable outside attorney fees arising out of, connected with or resulting from the manufacture, alteration, or modification by Service agents, or any Equipment or vehicle supplied to Client pursuant to this agreement. Client shall not be liable for any damages, reasonable and verifiable costs, expenses, etc. that are the result of Jersey Jibs llc/Motion House gross negligence or willful misconduct.

_____ (Client Initials)

Security

Client is responsible for the security of Jersey Jibs' llc/ Motion House equipment for any jobs that require overnight lodging or anytime our crew has to be away from the equipment or in situations deemed unsafe. Client must also provide secured parking for overnight stays, which can include: “**Secured**” indoor parking (indoor studios, secured parking and business facilities) and paid /bonded & insured security services to physically watch vehicles/equipment overnight. “Secured” does not mean hotel /facility staff watching, open hotel/ facility parking spaces, unattended security cameras nor any situation deemed not secure by Jersey Jibs llc / Motion House. _____ (Client Initials)

Rates

New customers may be required to pay a “Good Faith” deposit of 50% of rates prior to first day of job.

Rates will be issued on our separate proposal agreement and an Invoice will be sent at completion of job and will be paid 30 days from that date.

Cancellations

Cancellations are subject to a fee of 100% of all services and personnel costs if they occur **within 24 hours of production date and 40% if within 48 hours**. Any expenses incurred in the planning of production will be paid in full by client.

Any shoot cancelled due to weather within 24 hours prior to call time shall be 100% due with a 50% credit being applied to the rescheduled shoot day. _____ (Client Initials)

Prices do not include transportation costs or parking. All such costs are to be paid by the customer. They include all tolls, parking, shipping, mileage, parking tickets and any extra expenses.

Minimum service period is one day. **Operator and Tech rates are based on a 10 hour day, Including lunch on the clock.**

Overtime charges start after 10 hours and are calculated as follows: time and a half up to two hours, double time up to another two hours, then triple time begins. Travel days not exceeding five hours are billed at half the operator's tech rates. Any travel over five hours will be billed at a full day rate. Per diem will be charged to client for all overnight locations. If any work is performed on a Travel Day it will switch over to a standard day the regular day rate applies.

Any party signing this agreement on behalf of the Client represents that he/she is an agent for, and/or is authorized to sign this agreement with the full knowledge and consent of the client. Regardless of whether this agreement is signed and returned to us prior to a job, all above terms and conditions will automatically be applied.

Client: _____ Date: _____ PLEASE REVIEW,
SIGN and EMAIL BACK TO JERSEY JIBS @ 609-932-0429 / jim@jerseyjibs.com

