HOLD HARMLESS AND INDEMNIFICATION ("AGREEMENT")
DANGEROUS EQUIPMENT

This Agreement made as of the ______ day of_________, 20__ is by and between Hire Quest, LLC (hereinafter referred to as "Hire Quest") and _________________________ ________________ (Hereinafter referred to as “Customer”).

PRELIMINARY STATEMENT

Customer has requested that Hire Quest to furnish certain of its employees to work with “dangerous” equipment. “Dangerous Equipment” is defined as equipment which may expose the employee to loss or injury; peril, hazardous, and /or which is unsafe. This Agreement all applies to all of such Dangerous Equipment furnished by Customer, and particularly applies to the following specific Dangerous Equipment:

Hire Quest shall not insure against physical loss or damage to Customers equipment, premises or the contents thereof, or the negligent acts and/or omission of Customers’ employees in the above instance.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

1. If Hire Quest should provide certain of its employees to Customer to operate Dangerous Equipment owned, leased and/or used by Customer in its business, Customer shall indemnify and hold harmless Hire Quest from any and all suits, damages, losses and expenses (including reasonable attorney’s fees and costs up through the appellate level and any such legal expenses whether litigated or not) for bodily injury or property damages or other damages asserted by Customer, its employees, customers, vendors or agents; other employees of Hire Quest; or members of the general public; or any other person, arising out of or incidental to the operation or use of said Dangerous Equipment, without regard to the negligence of the Hire Quest employees.

2. Hire Quest shall not be responsible for or insure against physical loss or damage to Customer’s premises or the contents thereof, or to Customer’s employees or the negligent acts and/or omissions of Customer’s employees.

3. Customer warrants and represents that it is in full compliance with the Occupational Safety and Health Act of 1970 (OSHA) and will indemnify and hold harmless Hire Quest for any alleged violations of OSHA. Such indemnification shall include but not be limited to any and all claims, suits, damages, losses and expenses including reasonable attorney’s fees and costs up through the appellate level and any such other legal expenses whether litigated or not which may result from an alleged OSHA violation.
4. The undersigned is expressly authorized to execute this Agreement for or on behalf of Customer.

5. Customer acknowledges and represents that it has reviewed this Agreement and understands all of its provisions.

6. Customer is relying on its own judgment in entering this Agreement after having had adequate opportunity to obtain the advice of counsel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day above set forth.

CUSTOMER

By: ____________________________
Authorized Officer

HIRE QUEST, LLC

By: ____________________________
Authorized Officer