

**ADDENDUM TO ELECTRONIC THEATRE CONTROLS, INC.'S
WARRANTY AND TERMS AND CONDITIONS**

1. **Warranties.** This Addendum to Electronic Theatre Controls, Inc.'s Warranty and Terms and Conditions ("Addendum") is made effective by and between Electronic Theatre Controls, Inc. ("Company") and the "Customer." "Customer" shall mean the party signing below. Customer represents and warrants: (a) to the extent Customer uses or engages any third party to install and service Company rigging products, Customer shall require such third party to be properly certified and trained by Company; (b) Customer shall: (i) utilize Company-provided tools and equipment in accordance with Company-provided training and the Company manuals; (ii) install and service (collectively "Installation") Company rigging products and accessories, in accordance with Company-provided training and the Company Manuals; and (iii) comply with applicable Local, State or Federal laws, rules or regulations, and standards or procedures prevailing in the industry; (c) Customer shall obtain all permits or permissions required to comply with such laws, rules, regulations, and standards, and shall be solely responsible for same; (d) Customer's obligations under this Addendum are not materially or adversely impaired by any other contract, agreement, or employment arrangement, or any pending or threatened litigation or administrative proceeding; and (e) Customer, in undertaking the Installation of Company rigging products or use of Company-provided tools, acknowledges that it is not acting as an employee, agent, or partner of the Company. With respect to subparagraphs (a), (b), and (c) above, Customer shall ensure compliance by any third party with whom it contracts to perform Installations of Company rigging products.

2. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CLAIMS, DEMANDS OR CAUSES OF ACTION, OF ANY NATURE AND TYPE WHATSOEVER, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, SPECIAL OR PUNITIVE, RELATED IN ANY WAY TO THE INSTALLATION OF COMPANY RIGGING PRODUCTS, OR THE USE OF COMPANY-PROVIDED TOOLS AND EQUIPMENT RELATED TO RIGGING. The foregoing limitation of liability, and any subsequent limitations of liability contained in this Addendum, will not, however, absolve Company from any liability determined to be as a result of Company's negligent or intentional acts, or from any liability that is the result of a Company rigging product, tool or equipment that is defective in design, workmanship or labeling requirements.

3. **Acknowledgement of Risks.** Customer acknowledges that the Installation of Company rigging products and use of Company-provided tools in the Installation of Company rigging products may involve inherent risks of injury, property loss and/or damage. The Company does not assume nor accept liability for such risks of injury, death, property loss, and damage to Customer, its employees, agents, or to third parties connected in any way with the Installation of Company rigging products or use of Company provided tools and equipment.

4. **Indemnification.** Customer shall indemnify, defend, and hold harmless Company, its subsidiaries, and affiliates, and their shareholders, directors, officers and employees, from and against any and all claims, demands, suits, causes of action, damages, losses, costs and expenses, including reasonable attorneys' fees and/or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Installation of Company rigging products, the use of Company-provided tools and equipment, the work of employees or Independent Contractor of Customer while performing the Installation of Company rigging products or using Company-provided tools and equipment, or any breach or alleged breach by Customer of this Addendum, including the warranties set forth herein. Customer will not, however, be responsible for indemnifying Company from any liability determined to be as a result of Company's negligent or intentional acts, or from any liability that is the result of a Company rigging product, tool or equipment that is defective in design, workmanship or labeling requirements.

5. **Insurance.** Customer shall, at its sole cost and expense, obtain and maintain commercial general liability insurance, auto liability insurance, workers compensation insurance and, where applicable, professional liability insurance, including broad form coverage for contractual liability and personal injury (including bodily injury and death), that relates in any way to the Installation of Company rigging products and/or the use of Company-provided tools and equipment, with Customer waiving subrogation, and with said coverage equal to or in excess of \$2,000,000 per occurrence, or at such level as the parties agree. Said insurance policy must be issued by an insurer with Best's Key Rating of A or better, shall be in a form acceptable to the Company, and shall include coverage for any and all claims, demands, suits, causes of action, damages, losses, costs and expenses, including reasonable attorneys' fees, arising from or out of any claims related to the Installation of Company rigging products and/or the use of Company-provided tools and equipment. Said policy shall name Company as an additional insured and shall provide that the policy may not be canceled or materially altered without at least thirty (30) days prior written notice to Company. Within thirty (30) days of the initial term of this Addendum, or any Renewal Term, Customer will provide Company with a certificate of insurance evidencing compliance with this Section.

6. **Governing Law & Venue.** This Addendum shall in all respects be governed by the law of the State of Wisconsin. All questions, controversies, actions, or counterclaims regarding the enforcement of the Addendum shall be initiated and prosecuted exclusively in the Circuit Court for Dane County, Wisconsin, or the Federal Courts sitting in the Western District of the State of Wisconsin.

Accepted for: _____ ("Customer")

By: _____, an authorized representative, owner, officer, principal of Customer

Print Name: _____

Title: _____

Date: _____

Please email to legal@etconnect.com