



HMI Certified HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20__, by and between, _____, a member of the Hoist Manufacturers Institute ("Member") or a non-member of the Hoist Manufacturers Institute ("Non-member"), and Hoist Manufacturers Institute ("HMI"), a trade association affiliated with the Material Handling Industry of America ("MHIA"), a division of the Material Handling Industry.

WHEREAS, HMI has recognized certain international standards relating to the design and manufacture of hoists that are listed in the Compendium of Basic Information and Standards for Hoists, which can be found on the HMI website (<http://www.hmicertified.org>);

WHEREAS, HMI has established a certification program ("Certification Program" or "HMI Certified") under which a cognizant Registered Professional Engineer reviews and evaluates data and product(s) that have been assembled by Members and Non-members of HMI to determine if the submitted data and attending product(s) were developed and are designed in accordance with one or more of the aforesaid international standards and to issue, if appropriate, an HMI Certification License; and

WHEREAS, HMI shall administer this Certification Program, which shall include (1) receiving the Declaration of Conformity – Technical and the Declaration of Conformity – Service & Support and other material, the Certification Fee and any Re-Certification Fee (if a Non-member of HMI), (2) reviewing verification of the data and material by the cognizant Registered Professional Engineer who conducted the evaluation on behalf of the Licensee, (3) maintaining and making available of a list of all certified licenses that have been issued, and nothing more.

NOW, THEREFORE, in consideration of the premises herein and of the mutual covenants and promises of the signatories hereof and intending to be legally bound hereby, Member or Non-Member and HMI agree to the following:

1. Non-member shall pay HMI an initial Certification Fee, for the materials submitted, to cover its costs of the Certification Program, said payment to be made when Non-member submits its application package to HMI. A Member which continues to be in good standing of HMI will not have to pay an initial, annual or renewal fee for certification. A full re-submittal of the Declarations of Conformity (Technical and Service & Support) shall be required following any year in which the Certification License is not renewed or whenever the Certified Configuration is changed or as established by the Executive Membership of HMI. An initial Certification Fee, which is based on materials submitted, shall apply to any full re-certification of the product. In exchange for said fee, HMI will issue an HMI Certification License.
2. Member or Non-member agrees to indemnify and hold HMI, MHIA, MHI, their delegates, members, officers, employees and agents harmless from any claim, suit, liability, cost or expense including reasonable attorney's fees arising out of, or relating to, HMI's administration of the Certification Program, its review of the submittal material for the Certification License and any use by Member or Non-member of the HMI Certification, including without limitation claims of intellectual property infringement. Member or Non-member will not sue or seek indemnification or contribution from HMI, MHIA, MHI, their delegates, members, officers, employees and agents as a result of any claim, suit, liability, cost or expense including reasonable attorney's fees, arising out of, or relating to, the Certification Program, the review of the submittal material for the

Certification License, or any use by Member or Non-member of the HMI Certification, including without limitation any claim of intellectual property infringement.

- 3. This Agreement supercedes all prior understandings, whether written or oral, between the parties regarding the subject matter of this Agreement.
- 4. This Agreement may not be modified except in a writing that is signed by all parties and may not be assigned without written approval of HMI in its sole discretion.
- 5. This Agreement shall be binding on all the parties, their heirs, successors and assigns.
- 6. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, and Member or Non-member agrees to submit to the personal jurisdiction of the courts of the State of North Carolina and to waive any objections to said court exercising personal jurisdiction over it in the event of any dispute arising out of this Agreement.
- 7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Witness:

For
Member or Non-member
Name/Title

For
Hoist Manufacturers Institute
Name/Title