

ALL PAGES MUST BE FILLED OUT.

**COPY OF DRIVERS LICENSE AND CREDIT CARD
ARE REQUIRED FOR ALL RENTALS**



CONFETTI & FOG FX Rental Agreement.

FX equipment rental contract agreement reads: CONFETTI & FOG FX hereby rents the following Equipment:

Renter subject to all the terms and conditions of this agreement, in consideration whereof renter acknowledges and agrees.

Date(s) renting: _____ Person Or Company Renting: _____

TERMS. A) This agreement consists of all the terms and conditions on this page on reverse side here of whether printed or written. "Renter" means the person(s)/company signing the Agreement and any other person or Organization to whom charges are billed by CONFETTI & FOG FX at the direction of the person signing, all of who shall be jointly and severally liable hereunder. "Following Equipment" means the equipment identified in this Agreement and all the accessories attached thereto or contained therein. A) Renter releases and holds CONFETTI & FOG FX Inc, owners, it's agents and employees, harmless from all claims for loss or damage to personal property of Renter or any other person that may be in contact or associated with FX Equipment and/or accessories. The Renter expressly agrees to indemnify and hold CONFETTI & FOG FX Inc harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities for loss, damage or injury to persons or property of whatever kind or nature arising (i.e., if an equipment case falls on someone's foot, or someone's car is dented) from the use or operation of the equipment herein rented, or from the negligence or carelessness of the agents or employees of Renter. Renter shall notify CONFETTI & FOG FX Inc promptly of any accident involving the Equipment herein rented. Renter shall obtain contractual liability insurance. The renter has the privilege to examine and test equipment at the time of rental. CONFETTI & FOG FX Inc does not guarantee, assume responsibility, or make any representation for the performance, accept manufactures specs of said equipment. Renter acknowledges that they have received the equipment in good working condition. The rental will send the FX equipment back in the original design cases or boxes **B)** Renter shall pay on demand the sum total of all expenses for: (a) Time/Days computed at the rates shown on contract agreement, (b) Shipping/Freight Charges for shipment of Equipment and accessories (c) Installation Fees if applicable (d) If Technician is necessary, Technicians rates per day- (PLEASE CALL) plus transportation and accommodations if applicable (e) Owner's cost, including Attorney's fees, incurred in collecting payments due from Renter under this agreement (f) Damages and/or service charges in the event of an accident is Renter's fault (g) Spare parts and accessories missing from snow machines, however, lost or damaged (h) Damages to FX equipment or personal property (i) Damages to FX equipment or property if rental period has expired and FX equipment is not returned. The Renter shall, at his own cost and expense, but for the benefit of CONFETTI & FOG FX Inc immediately insure the said Equipment for the full value against all risk of physical loss including the perils of Transportation. (m) You must send the machine back in the designed box and foam if it was provided to you. **C)** No right of this Agreement may be waived or modified except by written instrument signed by the OWNER or Co. Owner of CONFETTI & FOG FX Inc. a) The acceptance of the return of the rented Equipment is not a waiver CONFETTI & FOG FX Inc of any claims that it may have against the Renter, nor a waiver of claims for latent or patent damages to the Equipment. The acceptance of any rent or other payment, or any portion thereof, after a default by the Renter shall not be deemed to operate as a waiver of CONFETTI & FOG FX Inc right to enforce the payment of rent or other payments herein provided for, or to terminate this agreement and recover possession of its Equipment **D) ATTORNEY FEES:** In the event either party files any legal action or suit to compel the performance of any provision of this Contract, or to seek an interpretation of any Contract terms, the prevailing party shall be entitled. In addition to costs of attorney fees as determined by a court of competent jurisdiction.

ORDER CANCELLATION: The client may cancel the order at anytime for any reason FROM THE DATE OF THE ORDER UP TO 21 BUSINESS DAYS BEFORE THE RENTAL DATE. HOWEVER CONFETTI & FOG FX Inc shall be entitled to retain a \$50 processing fee. The remaining deposit amount shall be refunded. Cancellation of an event with less than 21 days remaining to event date will result in forfeiture of the entire 50% deposit made at the time of reservation.

LOST, DAMAGED, & REPLACEMENT COST: Renter is liable for full value of FX equipment and other charges that may become due for any neglect or carelessness on Renter's part in handling FX equipment or handing over to anyone other than CONFETTI & FOG FX. If a technician is not retained for an event, it is the client's responsibility to call 786-308-7063 for assistance. a) The Renter assumes all risk in the use and operation of the rented Equipment and shall be responsible for providing proper safety devices and equipment to safeguard users or operators of the Equipment herein rented and for installation of the Equipment in safe and adequate facilities, in order to comply with all Federal, State and Local laws or regulations, and all industry standards. Full replacement cost will apply to any item deemed unsuitable or missing upon return of the order. Replacement costs will be the responsibility of the client. As a result of any lost merchandise, the client forfeits their right to any refunds or reimbursements. The client will also be billed for any excessive cleaning that is needed upon return of the rental items. The decision for replacement, repair costs, cleaning fees is at the discretion CONFETTI & FOG FX Inc. Replacement cost will be charged to client's credit card on file.

DEPOSIT FOR HOLD: A security deposit is due at signing to guarantee specified dates and equipment for rental. Deposits are refundable up to 21 days prior to the event. Cancellation within 21 days results in loss of full deposit. Any bookings made within 21 days of an event require an immediate non-refundable 100% deposit. No refunds will be issued if client cancels event within 21 days of event date. The contract balance amount is due before actual shipment of the rental equipment.

DEPOSIT FOR EQUIPMENT (in case of damage, lost or stolen property): A security deposit is due at signing to guarantee the safe return of the Equipment bring rented. The security deposit consists of the full purchase price of the equipment being rented and is non-negotiable. If equipment is returned damaged or is not returned because it was lost or stolen, CONFETTI & FOG FX has the right to keep the FULL deposit or charge your credit card if provided. Upon the safe return of our equipment and inspection by one of our company members the FULL deposit will be returned to you. The total deposit (and full valve) for you rental will be listed below.

LATE RETURN FEES: A late return fee equal to 50% of the client's total rental order will be charged each day that the client's rental is late. After five business days late, client will be charged at full replacement cost regardless if rental items are returned CONFETTI & FOG FX Inc after such time. Late fees or replacement cost will be charged to client's credit card on file.

DELIVERY and SETUP: Available for all rental items. Fees do apply.

PROPERTY. All FX Equipment is the property of CONFETTI & FOG FX. This is an agreement of rental only. It is expressly agreed that the Renter is not Owner's agent, servant or employee for any purpose, condition, or circumstance for, or in which the FX equipment is involved while being operated by the Renter. a) The Renter agrees not to pledge, mortgage or in any way encumber the property rented herein. b) The Equipment is and shall remain at all times the sole and exclusive property of CONFETTI & FOG FX Inc. The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership by CONFETTI & FOG FX Inc or manufacturer. c) The renter shall not under lease, loan or otherwise permit the Equipment to be used by any other person, firm or corporation, and said Equipment shall at all times remain under the immediate control, supervision and direction of the Renter personally.

RETURN. All rental items provide CONFETTI & FOG FX Inc must be returned in the same quantity, condition, and state that the renter received them in, which means all items put be put away and wrapped up nicely inside there box or case. A \$30 fee will be added to the total price for a "messy return". Renter shall return FX equipment to CONFETTI & FOG FX in the same condition received, on the return date specified in the contract agreement.

NOTES:

TOTAL DEPOSIT DUE:

Make checks payable to: CONFETTI & FOG FX Inc. Final payment must be received before shipment of FX equipment and accessories or the date indicated on the Contract agreement.

Equipment rental fee \$

Shipping/ Delivery fee \$

Tech Labor

Travel Cost

Extra accessories

Florida Sale Tax 7%

TOTAL: \$

CONFETTI & FOG FX Inc performs rain or shines. Discretion to reschedule an event due to weather rests with CONFETTI & FOG FX Inc. Minimum cost incurred may apply. In the event of inclement weather, CONFETTI & FOG FX Inc Guarantees performance and client guarantees full payment of contract agreement before the units are shipped.

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Client Signature _____ Date _____

Drivers License Number and State Date of Birth (PLEASE INCLUDE A PHOTOCOPY OF YOUR DRIVER'S LICENSE)

CONFETTI & FOG FX Special Effects Inc.

786.308.7063 Ariel Castillo

305.362.4125 Fax

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HIALEAH, FL 33016

CONFETTIFX@YAHOO.COM

WWW.CONFETTIANDFOGFX.COM



CREDIT CARD HOLDER AGREEMENT FORM

THIS FORM IS MANDATORY FOR ALL RENTAL CUSTOMERS AND MAY BE REQUIRED TO PAY FOR LOST OR DAMAGED EQUIPMENT. I AUTHORIZE CONFETTI & FOG FX INC. TO CHARGE THE FOLLOWING CREDIT CARD INCLUDING AN ADDITIONAL 3% TRANSACTION FEE OF THE TOTAL AMOUNT AGREED ON:

Company Name: _____

Company Address: _____ City, State, Zip _____

Cell Phone Number _____ Email _____

Drivers License Number and State (PLEASE INCLUDE A PHOTOCOPY OF YOUR DRIVER'S LICENSE)

_____ Date of Birth _____

CREDIT CARD INFO

Name on card: _____

Card Number _____

Card Type _____ EX/Date _____ CID CODE _____

Billing Address _____ City, State, Zip _____

CARD HOLDER SIGNATURE _____ DATE _____

PLEASE INCLUDE A PHOTOCOPY OF THE FRONT AND BACK OF THE CREDIT CARD THAT YOU ARE USING AND A COPY OF YOUR DRIVER'S LICENSE.

THANK YOU FOR YOUR BUSINESS!

CONFETTI & FOG FX Special Effects Inc.

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