



CONTRACT FOR CONFETTI & FOG FX INC.

WE DO NOT PICKUP CONFETTI - NO REFUND ON EXPENDABLES

This Agreement and Contract specifies the services of CONFETTI & FOG FX INC. to provide service for the event specified below, and is to be signed along with the rental agreement if any equipment is going to be rented as well, also to be supplied by CONFETTI & FOG FX INC. The Agreement and Contract for these services described below is made the date stated below, between the undersigned Client and the undersigned service provider CONFETTI & FOG FX INC. Client further agrees that a specified representative will be present to maintain order and all safety precautions of the guest as well as the equipment being used. **TERMS. A)** This agreement consists of all the terms and conditions on this page on reverse side here of whether printed or written. Client 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 / Services means the equipment identified in this Agreement and all the accessories attached there to or contained therein. A) Client releases and holds CONFETTI & FOG FX inc, owners, its 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 Client 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 being used, or from the negligence or carelessness of the agents, employees, friend, or family of client. CONFETTI & FOG FX Inc does not guarantee, assume responsibility, or make any representation for the performance, accept manufactures specs of said equipment.

B) Client 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) Owners cost, including Attorneys fees, incurred in collecting payments due from client under this agreement (f) Damages and/or service charges in the event of an accident is clients fault (g) 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) Client agrees to provide an 110V electrical outlet with an earth grounding receptacle and the following if applies. **Please find and read below the policy that applies to you.**

Policy for FOAM PARTIES . Client **MUST** provide a **water supply**. (About 110 gallons of water per hour)(Please Note - water softeners act like a de-foamer and will not be conducive to good foam production).The setup should be such that the electrical and water supply will not be interfered with by children or others guests. Client also understands that foam, by nature is wet, and can cause any surface it comes into contact with to be slippery, CONFETTI & FOG FX is to be held harmless from any slip and fall in to any client, guest, helpers, etc. of the production do to slippery surfaces. Client understands that CONFETTI & FOG FX INC. will maintain foam at a level that is age appropriate by clients request. CONFETTI & FOG FX INC. may specify a limit on the number of participants at any one time, should the need arise for safety purposes.

Policy for CONFETTI, STREAMERS, ROSE PETAL, TSHIRT, and AIR CANNONS - Client understands the cannon(s) when launched will make a slightly loud BOOM. CONFETTI & FOG FX INC. is not responsible for any fright or damage this may cause. Client(s) and guests will be asked to keep a safe distance from the cannon(s) for their safety and ours. CONFETTI & FOG FX INC. will not launch the cannon(s) until we have determine it to be safe. CONFETTI & FOG FX INC. is not responsible for cleanup of the mess unless specified in this contract. CleanFree Confetti dissolves when fully immersed in water only. If this product is left on a hard surface and becomes wet, it can cause a slip hazard. It is not recommended for use around a swimming pool. Any loose confetti should be cleaned up as soon as possible. If this product is not fully dissolved, it can dry out and bond to surfaces causing a clean up issue.

Policy for SNOW MACHINES and BUBBLE MACHINE - SNOW and BUBBLE machines can be used indoors and outdoors. CONFETTI & FOG FX INC. will need to be provided with height measurements and floor type of the venue or space were the SNOW machines will be used. If the proper height is not able the floor might became slightly and wet. The use of BUBBLE machines can make the surface slippery and wet. Please ask us for surfaces were this is safe to use on. CONFETTI & FOG FX INC. will not provide service if we feel it is unsafe.

Policy for LOW FOG, FOG, HAZE, and SMOKE - CONFETTI & FOG FX INC. uses DRYICE to make the LOWFOG effect. Client(s) and guests will be asked to keep a safe distance from the DRYICE for their safety and ours. Client(s) Understands the fog can make the surface damp or slippery, and surface visibility can be lost due to the heavy ground fog. CONFETTI & FOG FX INC. is not responsible for any damages this may cause. in order to be able to provide the best low fog effect possible, the A/C, Fans, or wind machines might be off at the time of effect. Any small amount of wind or air will affect the smoke. When using one or more LSG machine with CO2 dewar, two special effects technicians will be required due to the size and weight of the tanks. Atmospheric fog machines can and will set off the fire alarms, please contact your local fire dept or venue for detail on how to turn off the alarm at the time if effect.

Policy for EVENT LIGHTING, LASER & UP LIGHING - CONFETTI & FOG FX will **NEVER** point any Laser unit directly at any human or animal. Event lighting can become hot at times; CONFETTI & FOG FX has the right and will ask all client(s) and guest to stay a safe distance from the lighting while in use.

Initials _____

Policy for CO2 Effects- To provide this service CONFETTI & FOG FX INC. uses high-pressure CO2 tanks. These tanks are very heavy and CAN NOT and WILL NOT be carried up stairs or ladder by any CONFETTI & FOG FX INC. personnel. All client(s) and guest are to stay a safe distance from the tanks and the CO2 JETS when they are being discharged. This is extremely cold when discharged and should not be directly discharged on anyone or anything without a safe distance. Client(s) understands the CO2 JETS when discharged are extremely LOUD and extremely COLD (below freezing temperatures), CONFETTI & FOG FX INC. will not provide service if we feel it is unsafe.

Policy for SPARK AND SPARKULAR MACHINES - Sparkular machines should be treated like regular pyro. A 10 feet minimum distance should be between the Sparkular machine and members of the audience. If a talent is to be near the sparkular machine they should be warned about this use and they should keep a safe 5 feet distance from the machine. The Sparkular machine is never to be turned over or angled. No one should ever stand on top or over the Sparkular machine while it is in use. Test for smoke alarms should be done prior to any production. never use the Sparkular machine next to flammable objects or spaces, and it is recommended you know the laws for your local jurisdiction. If powder gets into eyes wash out quick with cold water. do not place or let anyone place hands or anybody or objects over the Sparkular machine while is use. Common sense is crucial when operating the Sparkular machine.

Policy for BALLOON DROPS AND EQUIPMENT RIGGING - CONFETTI & FOG FX will **NEVER** put it's technicians in any type of danger, Proper equipment must be used for rigging any equipment over 12ft high. CONFETTI & FOG FX will not rig in any venue that is 12ft or higher without the proper lift and safety equipment. Rigging equipment on a ladder that is 12ft tall or higher is prohibited by any CONFETTI & FOG FX Technician or Employee, Rigging equipment of 12ft or higher must be done using a lift provided by the client. Rigging the nets for a balloon drop will fall under the same rules for rigging, no rigging will be done over 12ft using a ladder proper lift and safety equipment must be provided by client. We will not issue refund for service, if you did not provide CONFETTI & FOG FX with the proper equipment to get the job done. CONFETTI & FOG FX INC. must execute its given task of a complete setup of a balloon drop or release net, if setup can not be completed by CONFETTI & FOG FX INC. because of venue rules and regulations CONFETTI & FOG FX INC. is to be held harmless and excluded regarding any liabilities, problems, or non working effects and services this may encounter due to venue or other regulations which limits CONFETTI & FOG FX INC from completing its task.

DEPOSIT and HOLD: A security deposit of 50% is due at signing to guarantee specified dates and equipment. Deposits are non-refundable and Cancellation of event will result in a forfeit of the **FULL DEPOSIT**. Any bookings made within 30 days of an event require an immediate full payment of the total amount agreed on. No refund will be issued if client cancels event. The contract balance amount is due two weeks before the event date. If paying by CHECK the full amount of the contract must be paid two weeks prior to the event. **ALL CHECKS MUST CLEAR BEFORE EVENT, NO CHECKS WILL BE ACCEPTED TWO WEEKS PRIOR TO THE EVENT DATE.** CONFETTI & FOG FX will not provide any service until the full amount has been paid. **RETURNED CHECKS:** If a check is returned for any reason, client understands there will be an **UNAVAILABLE FUNDS FEE of \$100.00** plus any bank fees that are associated with the returned check. Please feel free to ask us any questions about all our other EFFECTS. ***IF TAX EXEMPT, COPY OF THE CERTIFICATE IS REQUIRED***

I _____ agree to pay **CONFETTI & FOG FX** the amount of \$ _____ for the description of work listed above. I understand all payments must be done BEFORE the event(s). **Events with a date of less than 30 days REQUIRE a full payment**, otherwise It may be in two parts. **Part 1:** 50% Deposit up on approval of this contract. This will serve as a hold for the event. **Part 2:** Will be requested two weeks before the event. Any late payments are subject to late fees of \$50/month, and client is responsible for all legal fees incurred to collect funds. I understand cancellation of this contract will result in a forfeit of the deposit. CONFETTI & FOG FX is not responsible for any cancellations due to weather or other events. Client understands CONFETTI & FOG FX under the extremists circumstances has the right to cancel any event, even under a written contract; as a result any monies paid will be refunded. I agree to all the terms listed above. **Labor:** Technician Labor is invoiced for a HALF DAY (5 HOURS) and FULL DAY (10 HOURS), \$40.00 an hour will be charged for any overtime passed the agreed labor time on the invoice. Credit card on file could be used as payment for the overtime hours. **Parking:** Client assumes responsibly for any parking charges or fees CONFETTI & FOG FX INC. is to pay in order to deliver or provide service for your production. Parking receipt will be available upon request. **Delivery and Setup:** Fees do apply. Special effects equipment is very heavy, Technician has the right to refuse any delivery if equipment has to be taken up stairs or ladder. CO2 tanks are very heavy and CAN NOT and WILL NOT be carried up stairs or ladder by any CONFETTI & FOG FX INC. personnel. Please check with venue on logistics before delivery. CONFETTI & FOG FX INC. is too execute its given task of a complete setup, if setup can not be completed by CONFETTI & FOG FX INC. because of venue rules and regulations CONFETTI & FOG FX INC. is to be held harmless and excluded regarding any liabilities, problems, or non working effects and services this may encounter due to venue or other regulations with limits CONFETTI & FOG FX INC from completing its task.

Event Date _____ Start Time _____ End Time _____

Venue Name _____

Venue Address _____

Client Phone Number _____ Email _____

Print Name _____ Signature _____ Date _____



CREDIT CARD HOLDER AGREEMENT FORM

THIS FORM IS MANDATORY FOR ALL RENTAL CUSTOMERS AND CUSTOMERS PAYING BY CHECK. THIS FORM IS REQUIRED TO PAY FOR LOST, DAMAGED, LATE, and NON-RETURNS OF EQUIPMENT. I AUTHORIZE CONFETTI & FOG FX TO CHARGE THE FOLLOWING CREDIT CARD FOR THE TOTAL AMOUNT AGREED ON:

Company Name: _____

Name on card: _____

Card Number _____

Card Type _____ EX/Date _____ CID CODE _____

Billing Address _____

Cell Phone Number _____ Email _____

Drivers License Number and State _____ Date of Birth _____

PLEASE INCLUDE A PHOTOCOPY OF THE CREDIT CARD AND A COPY OF YOUR DRIVER'S LICENSE, BOTH FRONT AND BACK

CARD HOLDER SIGNATURE _____ DATE _____

THANK YOU FOR YOUR BUSINESS!

CONFETTI & FOG FX Special Effects Company

786.308.7063 Ariel Castillo

1500 NW 79 AVE DORAL, FL 33126

Confettifx@yahoo.com www.CAFFX.com

Make all checks payable to: CONFETTI & FOG FX

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