

ALL PAGES MUST BE FILLED OUT.

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



CONFETTI & FOG FX Rental Agreement.

NO REFUND ON EXPENDABLES

Date: _____ Rate: DAILY WEEKLY MONTHLY Return Date: _____

FX equipment rental contract agreement reads: CONFETTI & FOG FX hereby rents the following Equipment listed on the invoice. Renter subject to all the terms and conditions of this agreement, in consideration whereof renter acknowledges and agrees. **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, 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 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. 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. **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 being 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. **RETURNS & LATE RETURN FEES:** Return of equipment is due back on the date listed on this agreement before 2pm. All rental items provided 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 their 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. A late return fee equal to 100% 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 to CONFETTI & FOG FX Inc after such time. Late fees or replacement cost will be charged to client's credit card on file.

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DELIVERY, SHIPPING, & SETUP: Available for all rental items. 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. It is the clients responsible to pay for all shipping, including return, damaged equipment, and exchange equipment shipping. **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 time 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 time remain under the immediate control, supervision and direction of the Renter personally. **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. **EXPENDABLES: NO REFUND ON EXPENDABLES.** If CONFETTI & FOG FX INC. does offer a refund a 25% restocking fee will be deducted from the refund.

Waiver of Technician/ Release of Liability and Hold Harmless Agreement

I hereby understand and agree to this release of liability, waiver of legal rights, hold harmless agreement and assumption of risk and to the terms hereof as follows; as well as hereby waive the option of a certified CONFETTI & FOG FX INC. technician on site for my event/production. **PRODUCTION SPACE:** I acknowledge that the production space at CONFETTI & FOG FX Special Effects Company located at 2739 W 79 ST Bay #12 Hialeah, FL 33016 will be not responsible for any injuries or mishaps from the production space, premises, crew, directors, agents , or owners. All liability will be assumed by me/us. I EXPRESSLY VOLUNTARILY ASSUME ALL RISK OF INJURES OR DEATH SUSTAINED WHILE IN THE PRODUCTION SPACE and PREMISES OF CONFETTI & FOG FX SPECIAL EFFECTS COMPANY. I take full responsibility for, **RELEASE AND HOLD HARMLESS CONFETTI & FOG FX Special Effects Company production space, premises, crew, directors, agents , or owners** from any and all liability, claims, or causes of action that I may hereafter have for injuries or damages arising out of my participation in the production, included, but not limited to, losses caused by the **NEGLIGENCE OF RELEASED PARTIES.** further agree that **I WILL NOT SUE OR MAKE CLAIM** against CONFETTI & FOG FX Special Effects Company for damages or other losses sustained as a result of any injury, or death, sustained from my participation in the production. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of participation in the production by any of the undersigned. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Hold Harmless Agreement is a contract pursuant to which I have released any and all claims against the Released Parties resulting from any injury, or death, sustained from participation in the production. including any claims for negligence of the Released Parties. I further represent that I am at least 18 years of age, I waive and release any and all legal rights that may accrue to me as the result of any injury I may suffer while engaging in the production. **EQUIPMENT TRAINING:** I acknowledge CONFETTI & FOG FX INC. have provided me with the proper training of the equipment(s) i/we are checking out for rental. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT ON MY OWN FREE WILL

Signature _____ Print Name _____

TOTAL: \$ _____

Name or Company Name: _____

Address: _____ City _____ State _____ Zip _____

Phone: _____ Email: _____

Client Signature _____ Date _____

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

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CREDIT CARD HOLDER AGREEMENT FORM

THIS FORM IS MANDATORY FOR ALL RENTAL CUSTOMERS AND MAY BE REQUIRED TO PAY FOR LOST, DAMAGED, LATE RETURNS, AND NON-RETURNED EQUIPMENT. I AUTHORIZE CONFETTI & FOG FX INC. 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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EQUIPMENT & EFFECTS POLICY BELOW

DON'T DO WHAT WE WON'T DO

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 cleanup 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 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 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.

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 tits 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 object over the Sparkular machine while is use. Common sense is crucial when operating the Sparkular machine. Rentee must have a valid and up to date fire extinguiser.

Policy for BALLOON DROPS AND EQUIPMENT RIGGING - CONFETTI & FOG FX will **NEVER** put its 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 cannot 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.

INITIALS _____