

Zigmont Magic F/X Inc. Rental Agreement

Magic FX rental contract agreement reads:

Magic FX s hereby rents snow machine(s) to 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 _____

1. This agreement consists of all the terms and conditions on this page on reverse side hereof 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 Magic FX at the direction of the person signing, all of who shall be jointly and severally liable hereunder. "Snow Machine" means the equipment identified in this Agreement and all the accessories attached thereto or contained therein.

2. Snow Machine(s) is the property of Magic 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 snow machine(s) is involved while being operated by 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 Zigmont Magic FX Inc . The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership by Zigmont Magic 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.

3. Renter shall return Snow Machine(s) to Magic FX in the same condition received, except for ordinary wear, at the location where rented, on the return date specified in the contract agreement. Renter is liable for full value of snow machine(s) and other charges that may become due for any neglect or carelessness on Renter's part in handling snow machine(s) or handing over to anyone other than Magic FX. If a technician is not retained for an event, it is the client's responsibility to call 813-689-6269 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.

4. A security deposit is due at signing to guarantee specified dates and equipment for rental. Deposits are refundable up to 30 days prior to the event. Cancellation within 30 days results in loss of full deposit. Any bookings made within 30 days of an event require an immediate non-refundable 100% deposit. No refunds will be issued if client cancels event within 30 days of event date. The contract balance amount is due before actual shipment of the rental equipment.

5. Deposit of \$650.00 per machine is required with or full payment of rental required. Upon returning snow machine(s) at end of rental period and no damages occur, deposit will be refunded and separate check returned

Full value is on a T1000/1500.00, T1100/1850.00, T1500/3000/3500, T-1600/2350,T5000/5000.00

6. Renter releases and holds Magic FX, 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 snow machines and/or accessories.

a)The Renter expressly agrees to indemnify and hold Zigmont Magic 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 Zigmont Magic FX Inc promptly of any accident involving the Equipment herein rented. Renter shall obtain contractual liability insurance.

7. The renter has the privilege to examine and test equipment at the time of rental. Zigmont Magic 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 snow machines back in the original design cases or boxes

8. 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 snow machines and accessories
- (c) Installation Fees if applicable
- (d) If rate does not include snow fluid, snow fluid can be purchased at \$45.00 per gallon
- (e) If Technician is necessary, Technicians rates per day- \$750.00 plus transportation and accommodations if applicable
- (f) Owner's cost, including Attorney's fees, incurred in collecting payments due from Renter under this agreement
- (g) Damages and/or service charges in the event of an accident is Renter's fault
- (h) Spare parts and accessories missing from snow machines, however, lost or damaged
- (i) Damages to snow machine(s) or personal property
- (j) Damages to snow machine(s) or property if rental period has expired and snow machine(s) is not returned
- (k) Late penalties of \$150 per day, per machine if snow machine(s) is not returned at end of rental period for the T 5000 – T 1500 –T 1600
- (l) Late penalties of \$50.00 per day, per accessory if accessory is not returned at end of rental period for the T 1100 – T 1000 The non return of road cases are a 700.00 charge and boxes are a 50.00 charge.
- (n) The Renter shall, at his own cost and expense, but for the benefit of Zigmont Magic 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. The charge for the box is 25.00. The charge for the foam is 25.00.

9. No right of this Agreement may be waived or modified except by written instrument signed by the Managing President, Director or Chairman of Zigmont Magic FX Inc.

a) The acceptance of the return of the rented Equipment is not a waiver by Zigmont Magic 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.

B)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 Zigmont Magic 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

10. Make checks payable to: Zigmont Magic F/X Inc. Be sure to note your invoice number on the check.

11. Final payment must be received before shipment of snow machine(s) and accessories or the date indicated on the Contract agreement.

Machines renting T- _____

Machine rental Fee \$ _____ Shipping Fee \$ _____

Tech Labor \$ _____ Travel _____

Extra Fluid \$ _____ Extra accessories \$ _____

Total \$ _____ Florida Sale Tax 7% _____

Notes;

10. Magic FX performs rain or shines. Discretion to reschedule an event due to weather rests with Magic FX. Minimum cost incurred may apply. In the event of inclement weather, Magic FX 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

Magic FX Date
Zigmont Magic F/X Inc.
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Brandon, Florida 33510

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