

## The rental procedure

### **In order to rent a snow machine**

Payments for Rentals need to be paid in full including rental of the machines, shipping and damage security deposits, please send a separate checks or fill out credit card Form.

For jobs with rentals and technicians on site that are turnkey events payment in 2 parts 1/2 down would be acceptable full payment at job site will be expected.

To rent please fill out the forms and send with funds to:

Zigmont Magic FX Inc 1517 Burning Tree Lane Brandon Florida 33510

Fax credit card form along with rental agreements to 813-689-6269

1. We need the forms on the below 9 pages filled out.
2. We need the forms and agreement signed sent to us along with rental fees and cargo fees. Also a separate check for a **damage security deposit of \$500.00, \$650.00 or \$950.00** for each machine (depending on Model) with will upon the return of the machines will be voided and returned.
3. The Shipping Confirmation Form must be filled out before machines are shipped.

Rental Agreement Paperwork, Please use [snowguide.effectspecialist.com](http://snowguide.effectspecialist.com) page to link to these PDF forms.

## **Rental Terms**

FX Machine(s) is the property of Magic F/X . 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 F/X Inc. The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership by Zigmont Magic F/X 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.

Renter and/or Lessee is considered to have taken "delivery" of the equipment and assumes all risks of loss thereof, from the time the equipment is set aside from Lessor's general inventory for Lessee's use. From the, time Lessee takes delivery as defined above, of the equipment leased, until the time that the equipment is returned to Lessor during Lessor's normal business hours and Lessor accepts the return of the equipment Lessee assumes all risk of loss and responsibility for any Damage Lessee causes to the equipment, and/or any property or person(s), including but not limited to, all risks and losses while in transit, at all locations, while in storage, and while on Lessee's premises.

Lessee acknowledges that the equipment is rented from Lessee without express or implied warranty or guarantee, to the fullest extent permitted by law. Before obtaining possession of the equipment leased, Lessee shall provide to Lessor a Certificate of Insurance and applicable endorsements confirming each of the coverage's specified above. All Certificates of Insurance shall be signed by an authorized agent or representative of the insurance carrier.

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

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.

The Renter expressly agrees to indemnify and hold Zigmont Magic F/X 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 negligent of the agents or employees of Renter. Renter shall notify Zigmont Magic F/X Inc promptly of any accident involving the Equipment herein rented. Renter shall obtain contractual liability insurance.

The acceptance of the return of the rented Equipment is not a waiver by Zigmont Magic F/X Inc of any claims that it may have against the Renter, nor a waiver of claims for latent or patent damages to the Equipment.

**Please Initial Here: \_\_\_\_\_**

## Zigmont Magic F/X Inc. Rental Agreement

Magic FX rental contract agreement reads:

Magic FX is hereby rents snow machine(s) to renter subject to all the terms and conditions of this agreement, in consideration whereof renter acknowledges and agrees.

Today's Date     /     / 2012

Date(s) renting; Using Date(s) \_\_\_\_/\_\_\_\_/\_\_\_\_     Return Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Must ship back next business day to avoid penalty.

Name of the person Renting \_\_\_\_\_

Company Renting Machines \_\_\_\_\_ State \_\_\_\_\_

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) or 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 a 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 F/X Inc. The Renter agrees not to remove or cover the tag or nameplate on the Equipment showing ownership by Zigmont Magic F/X 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 and swap out any machine in need of repair or replacement parts.

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.

B) The renter assumes the all reasonability of shipping back the machines on time. You will need to call the freight company for a pick up or drop off the machines. **Late fee penalties** can occur if not shipped back next business day after your event.

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.

**Please Initial Here:** \_\_\_\_\_

**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 T1000/1625.00, T1100/1975.00, T1500/3085/3585, T-1600/2350, T-5000/5000.00**

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 F/X 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 F/X 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 F/X Inc does not guarantee, assume responsibility, or make any representation for the performance except 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 and late fees.
- (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 of Zigmont Magic FX Inc.
- (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 – T 1000 - T 1100, snow tube, snowtour, snow powerhead.
- (l) Late fee penalties of \$50.00 per day, per accessory if accessory is not returned at end of rental period for the non-return of road cases are a 750.00 charge and boxes are a 50.00 charge.
- (m) 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, damage, including The perils of Transportation.
- (n) 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. You must pack the machine correctly without damage to the unit.
- (o) **A penalty can be imposed for not packing the snow machine correctly for its return trip. This is a 50.00 fee. Machines must be packed correctly**

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. Steve Zigmont

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.

**Please Initial Here:** \_\_\_\_\_

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

Total number of machines and models #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
T 1000 is 275.00/ T 1100 is 300.00/T 1500 mini is 400.00/T 1500 Max is 475.00/T 1600 is 375.00/T 5000 is 650.00

Please check if your event is Indoors \_\_\_\_\_ or Outdoors \_\_\_\_\_

Price Per Machine total \$ \_\_\_\_\_

Total Machine rental Fee \$ \_\_\_\_\_

Tech Labor \$ \_\_\_\_\_ Travel \_\_\_\_\_

Extra Gallons # \_\_\_\_\_ Extra Fluid Cost \$ \_\_\_\_\_ Extra accessories \$ \_\_\_\_\_

One gal comes with rental in form of a concentrate

\_\_\_ Wireless control \_\_\_remotes Controls \_\_\_tripods Pick-up only, \_\_\_ Event timers, \_\_\_ C-Clamps

Total \$ \_\_\_\_\_ Florida Sale Tax 7% \_\_\_\_\_ Security Damage Deposit Check \$ \_\_\_\_\_

**Notes;**

12. Magic FX performs rain or shine. Discretion to reschedule an event due to weather rests with Magic FX on services with Tech. A minimum cost incurred may apply, In the event of inclement weather. Magic FX Guarantees performance or replacement and client guarantees full payment of contract agreement before the units are shipped.

\_\_\_\_\_  
Client Signature

Clearly Print Person reasonable for rental; \_\_\_\_\_

Name and company \_\_\_\_\_

Email address \_\_\_\_\_

Address \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**Event Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

\_\_\_\_\_  
Magic FX Date  
**Zigmont Magic F/X Inc.**  
**1517 Burning Tree Lane**

Please Initial Here: \_\_\_\_\_

## Zigmont Magic F/X Inc Waiver of Technician Agreement

I, \_\_\_\_\_ waive the option of a Certified **Zigmont Magic F/X** s technician

for my event on \_\_\_\_\_. I understand that the machine is my full responsibility to operate this rental and to set-up/teardown and operate snowfall coverage and maintain snow showers safety. I waiver the use of a snow technician special effects expert to design, set up and operate the rental for my event.

Any and all technical machine questions will be directed to 813.689.6269 or the numbers on the machine. If machine needs replacement for any reason it your duty to swap out machines. We will Support 24/7 tech help on the phone for machine issues and operation questions.

\_\_\_\_\_  
Client Signature that is renting and/or the responsible party

\_\_\_\_\_  
Date

**Zigmont Magic F/X Inc.**  
**1517 Burning Tree Lane**  
**Brandon, Florida 33510**  
**813.689.6269**  
**[zigmont@zigmont.com](mailto:zigmont@zigmont.com)**

Please Initial Here: \_\_\_\_\_

## **Zigmont Magic F/X Inc Waiver of Users Skill**

As a condition of this rental, the user must acknowledge awareness and agreement that utilization of this equipment and participation in activates utilizing special effects snow machines, confetti and streamers cannons, CO2 Blasters, and other visual special effects can be hazardous activity carrying implied and explicit rick of injuries and damages to the user and other participants in the activities for which this product is rented for.

User acknowledges that he/she/it has the necessary and required skill, expertise, training and licensing, as may be applicable or necessary by custom usage, trade or law, to engage and participate in the activities connected with the use, rental, service, transport, or employment of this equipment.

User acknowledges that Zigmont Magic FX Inc has not and will not conduct any investigation into the skill, expertise, training, knowledge base on subject and if has any licensing, as may be applicable or necessary buy custom, usage, trade or law of user's agents, employees and assigns, to engage and participate in the activities connected with the use, rental, purchase, transport or employment of this equipment.

User specifically agrees the Zigmont Magic FX Inc aka effectspecialist.com. Its officers, staff, sub contractor, and agents shall not be liable for any claim, demand, cause of any kind whatsoever for, or on account death, person injury, property damage, or loss of any kind resulting from or related to user's or user's employees, agents, or assigns' use of this equipment. And users agrees to indemnify, defend in any action at law, and holds harmless Zigmont Magic FX Inc. of Florida from the same, whether brought by the user, user agent, or assign, or any third party.

**X**

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Signature required

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Print Name and Phone (contact) #

# Shipping Confirmation Form

In order for us to obtain a proper shipping quote for your equipment, please supply us with the following information;

Please give us a shipping address with a shipping phone number and a business address.  
The machines ship to;

Company; \_\_\_\_\_

Name; \_\_\_\_\_

Address; \_\_\_\_\_

City; \_\_\_\_\_ Zip; \_\_\_\_\_

Phone number of shipping dept or contact person; \_\_\_\_\_

Name of person in shipping dept or contact person; \_\_\_\_\_

Dock # \_\_\_\_\_

Hours open to receive shipment \_\_\_\_\_

**Commercial address;** \_\_\_\_\_ **Residential address;** \_\_\_\_\_

Direction for driver; \_\_\_\_\_

**Do you require a lift gate for delivery?** \_\_\_\_\_ **Do you require a lift gate for delivery?** \_\_\_\_\_

**Will this be a limited access delivery?** \_\_\_\_\_ **Do you need to schedule a delivery time?** \_\_\_\_\_

**What is the date needed?** \_\_\_\_\_

How are you having the machines transported

1) Picked up date      /      / 2012      Send Back Date      /      / 2012

2) If shipping on your Fed Ex Account # \_\_\_\_\_

3) If Shipping with a quote from Magic FX \$ \_\_\_\_\_

Business Address for Billing;  
Company \_\_\_\_\_

Name; \_\_\_\_\_

Address; \_\_\_\_\_

City; \_\_\_\_\_ Zip; \_\_\_\_\_

Phone number \_\_\_\_\_

Please Initial Here: \_\_\_\_\_

# Thank you for your Business! Let it Snow!!

Zigmont Magic F/X Inc. 1206 Baronwood Place Brandon, Florida 33510 813.689.6269 [zigmont@zigmont.com](mailto:zigmont@zigmont.com)

## Snow Pack Down T 1000



The foam goes on the Front and rear, watch for the angle on one of the foam pieces and it's the front piece.



Please Initial Here: \_\_\_\_\_

The smaller block foam goes in the box



The larger block foam in the middle on top



# ZIGMONT MAGIC F/X INC.

www.effectspecialist.com

1206 Baronwood Place  
Brandon, Florida 33510  
Phone: 813-689-6269  
E-Mail: zigmont@zigmont.com

## Credit Card Information

Please Fax Back To 813-689-6269

Company Name				Applicant Name		Name on Card		Title	
Visa	MC	Discover	AMX	Credit Card No.			Exp Date	3/4 Digit Sec. code	

Billing Address for Card				City		State		Zip	
Shipping Address				City		State		Zip	

Office or Cell Phone # w/Ext			Fax #			E-Mail		

Quantity	Instructions	Description	Discount		Unit Price	Total

By completing this application, you authorize Zigmont Magic F/X Inc. to process your order with the credit card information provided above.

You also authorize this charge if the Shipping and Billing addresses are not the same.

Understood and Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Subtotal:	
Tax:	
Shipping:	
Miscellaneous:	
Balance Due:	

Thank You We Appreciate your Business