Phone: (888) 663-6932
Fax: (818) 743-7880
http:// www.webmdm.com
studio@webmdm.com
23679 Calabasas Rd. #643
Calabasas, CA 91302

MDM International Multi Media

Corporate & Special Events, Commercials, Infomercials, Tutorial & Demo Videos

Professional Photography, Digital Videography & Editing, DJ Services, Party Rental, Balloon & Event Décor

Frozen Drink and Chocolate Shot Machines Rental Agreement

1. MDM International (MDM), hereby rents to _____ hereinafter called the Sponsor, the equipment described on page 4, subject to all the terms and provisions of this contract.

2. MDM will pick up the rented equipment at Sponsor's designated location as shown on Page 4 of this agreement at the designated time. Sponsor to provide all equipment and/or accessories in the same condition as when received. Ordinary wear and tear excepted.

SPONSOR SHALL BE FULLY LIABLE FOR DAMAGE AND ALL OTHER LOSS. IF THE EQUIPMENT IS LOST, STOLEN, DESTROYED, OR OTHERWISE RENDERED NOT USABLE FOR NORMAL USAGE, SPONSOR SHALL BE FULLY LIABLE FOR, AND AGREES TO PAY MDM, IMMEDIATELY UPON DEMAND THE FULL REPLACEMENT COST FOR SAID EQUIPMENT, TOGETHER WITH INTEREST THEREON AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM COMPOUNDED DAILY, UNTIL SAID SUM IS PAID IN FULL TO MDM.

3. Sponsor shall not permit any repairs to the equipment or suffer any lien to be placed upon it without MDM's consent, and the Sponsor will pay any and all unauthorized charges in connection with any repairs. Sponsor will pay for all repairs and replacement resulting from causes inherent in the use to which the equipment is put.

4. Neither Sponsor nor any operator of the equipment shall be deemed to be an agent, servant, or employee of MDM for any reason or for any purpose.

5. SPONSOR SHALL INDEMNIFY AND HOLD MDM HARMLESS from all fines, penalties, forfeitures and disabilities arising from use of the rented equipment and imposed by any federal, state, county and municipal statute and law or insurance policy provision. Sponsor shall be liable for all damages to the rented equipment and for all other claims if Sponsor uses, or permits its operation by an operator under the influence of drugs or alcohol or in violation of criminal statutes, or is grossly negligent in operation of the equipment or otherwise violates the terms of this rental agreement.

6. Sponsor shall immediately report any accident to MDM and deliver to MDM or its insurer, every process, pleading notice or paper of any kind received by Sponsor or any operator of the equipment relating to any claim, suit or proceeding connected with any

accident or event involving the equipment. Neither Sponsor nor any operator of the equipment shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with MDM and its insurer in investigating and defending the same.

7. INDEMNITY: Sponsor shall, to the fullest extent permissible by law, defend, indemnify and hold harmless MDM, its employees and agents, from and against any and all losses, liabilities, damages, injuries, claims, demands, cost and expenses of every character whatsoever (including without limitation ,(i) demands arising from injuries or death of persons, including employees of either MDM or Sponsor, (ii) claims of or liabilities to third parties arising out of the abandonment, conversion, secretion, concealment, or unauthorized sale of the equipment by Sponsor or its operator, agents, or employees or the confiscation of the equipment by any government authority for illegal or improper use of said equipment, and (iii) demands for damage to property, arising directly or indirectly, at any time, out of the obligations herein undertaken or out of or connected with the possession, maintenance or use of the equipment. The provisions of the indemnity described herein shall apply whether or not MDM's negligence, active or passive, contributed in any way towards the alleged injury or harm and shall not be limited except to the extent that it will not apply to claims caused by the sole negligence or willful misconduct of MDM. Sponsor further agrees it will reimburse MDM for any expenditures, including reasonable attorneys' fees, MDM may make by reason of such and, if requested by MDM will defend any such claims at the sole cost and expense of Sponsor.

8. ASSUMPTION OF RISK: Sponsor hereby assumes any and all risks of damages to Sponsor and to Sponsor's agents, employees and representatives, and to all others, arising out of or in any way related to this rental, and Sponsor's use of the equipment and property rented pursuant hereto.

9. INSURANCE: Without a limitation on any other obligation of Sponsor pursuant hereto, Sponsor shall, at its own expense, secure and maintain insurance in effect under the terms of this Rental Agreement. This insurance shall name MDM as an additional insured, and shall specifically state that it is primary insurance for the benefit of MDM and Sponsor. Such insurance shall include (1) Worker's Compensation coverage and Employer's liability insurance that shall provide defense and indemnity on a primary basis to MDM for damages, injuries, and workers compensation benefits incurred by or claimed by Sponsor's agents employees and representatives; (2) Liability insurance providing primary insurance to MDM for defense of claims and actions arising out of or in any way related to this rental, and Sponsor's use of the equipment and property rented pursuant hereto; (3) Liability insurance providing primary indemnity coverage to MDM with limits of no less than the limit presently covering Sponsor for liability of actions arising out of or in any way related to this rental, and Sponsors use of the equipment and property rented pursuant hereto. All such insurance shall be primary for all purposes, regardless of other insurance that may be available to MDM, and shall contain a severability of interest clause. In the event that Sponsor fails to comply with this provision, damages in any action by MDM against Sponsor for breach of this provision, shall include but not be limited to, the dollar amount of insurance benefits that MDM would have received had Sponsor complied with this provision.

10. MDM SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO ANY PROPERTY OF SPONSOR or any other person which may have used or been in contact with the equipment either before or after its return to MDM whether or not related to the negligence of MDM or its agents, representatives or employees. Sponsor shall assume all risk of such

loss or damage, waive all claims therefore against MDM, and defend, indemnify and hold MDM harmless from all claims arising out of such loss or damage.

11. MDM MAY DEMAND THE RETURN OF THE EQUIPMENT AT ANY TIME, and if in MDM's judgment such demand might not be complied with, MDM may repossess the equipment and terminate this Rental Agreement without any liability for any loss or damage which losses may be sustained as a result of such demand, termination or repossession. MDM may assign its rights under the contract without the Sponsor's consent, but will remain bound by all obligations herein. The Sponsor shall not sublease, assign or loan equipment. The equipment shall not be used by the Sponsor when in a bad state of repair or unsafe.

12. Sponsor will pay MDM on demand all time and mileage, service, minimum or other charges entered on Page 4, at the rates shown or computed as provided in the Rental Agreement. If Sponsor has directed charges to be billed to another person and such person shall fail to make payments, Sponsor shall pay such charges. MDM MAY RETAIN THE SECURITY DEPOSIT provided on Page 4 to apply toward any amount due herein. MDM shall have the right but not the obligation, to reasonably inspect the rented equipment, to enter the premises where it is located for purposes of inspecting it and insuring that proper use is being made thereof. Conditions that prevent satisfactory use of the rented equipment do not relieve Sponsor(s) of his/her/their obligation to return the rented property and pay the rental fees. ALL ACCOUNTS NOT TIMELY PAID SHALL BEAR INTEREST AT THE RATE OF 1.5% PER MONTH, OR THE HIGHEST LEGAL RATE, WHICHEVER IS LOWER until paid.

13. Sponsor agrees that the rented equipment is in a safe and satisfactory condition; that Sponsor has inspected it or has be en given the opportunity to inspect it before accepting it for use. THE SPONSOR ACKNOWLEDGES THAT THEY HAVE THE DUTY TO INSPECT THE EQUIPMENT PRIOR TO USE and notify MDM of any defects found. In the event the equipment becomes unsafe or in disrepair due to normal use, the Sponsor agrees to discontinue use and notify MDM, who will replace the equipment with a similar one in working order as available. MDM is not responsible for any incidental or consequential damages whatsoever caused by delays or otherwise.

14. Sponsor agrees that any misstatement herein contained or giving of false identification, address, telephone number, fictitious name, or any breach of any provision of this agreement will authorize MDM to, forthwith, repossess the rented equipment by use of any lawful means.

15. Neither the Sponsor nor any other person operating the equipment shall leave the equpipment unattended. Sponsor is responsible for theft or damage to rented equipment under any circumstances, and has sole responsibility for proper and safe storage and protection of it while this contract is in effect.

16. If suit is instituted by MDM to recover possession of said equipment or to enforce any term of this agreement or to collect any sums of money, damages, or costs from Sponsor herein, Sponsor shall pay all costs and reasonable attorney's fees and collections costs incurred by MDM in such suit or suits.

17. “Equipment" means rental equipment, identified in this agreement along with all accessories attached thereto or contained therein, or included to make up a usable unit.

18. It is expressly understood that this is a rental contract and does not involve a

purchase agreement except those miscellaneous products such as mixes and chocolate bags as listed on page 4. Title to the rented property is explicitly reserved for MDM.

19. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the equipment is suited for Sponsor's intended use, or that it is free from defects.

20. MDM will pick up the equipment at the pre-arranged time and location. Failure, refusal or neglect by the Sponsor to allow the rented equipment to be picked up by MDM after the agreed rental period has expired, or the presenting of false or misleading identification to MDM shall be Prima Facie evidence of intention to commit larceny.
21. Rental Machine(s), Number & Flavor of Mixing Bottles, Chocolate Bags Requested (Please Circle and Itemize) Drinking Chocolate Machine's Chocolate Bags: $16.95 Per 2-lb Bag.

_____

Tax (8.25%): _____
Total _____ Balance Due $ _____ _____
Balance Due By _____ _____

Event Date_____ Event Starting Time ____ AM/PM
Event Type _____ Event Ending Time ____ AM/PM
Drop off time by MDM ____ AM/PM
Pickup time by MDM ____ AM/PM Pickup Date by MDM _____

Sponsor's Name & Address (Please Print) _____
_____

Drop off and Pickup Address (Include Zip Code)

_____
_____

_____
Daytime Name & Number

_____
Evening Name & Number

Cellular Phone: ( ) Cellular Phone( )

E-Mail: E-Mail:

X _____
Signature DL# Date MDM International

Credit Card Number _____Expiration Date _____ Sec Code____
Credit Card is Under What Name? _____
Billing Address (Include Zip Code)_____

X_____
Signature of Credit Card Holder

Frozen Drink & Margarita Machines Addendum

I confirm that the frozen drink & margarita machine(s) I/We received is/are in proper working condition as demonstrated to me by MDM's delivery personnel.

I also acknowledge all questions or any problems must be directed to MDM during the first TWO HOURS of rental period. I acknowledge that I have been informed of the phone number(s) I/We must call during the first TWO HOURS of rental period if I have any questions about the operation of the equipment. Main office number is (888) 663-6932.

In addition, I confirm that I have been instructed to turn machine on 1 hour before the event; to make sure machine is switched to the ON position; that machine(s) are plugged into a 20 Amp 110 Volt Dedicated Circuit without any other appliances close by; and that I am to only use the extension cord provided by MDM. Lastly, I have been informed to turn the machine OFF when empty.

Expected number of guest is _____. Number of machines recommended is _____. I hereby waive all rights of recourse if I have not rented the above number of machines recommended for my expected number of guests.

Note: The Sponsor and Sponsor's party is responsible for theft and any damage (physical damage or mechanical damage caused by physical damage) while in your possession. All products provided by MDM are completely alcohol free and will not be responsible for accidents or injury resulting from the consumption of alcohol during or following the use of equipment or products provided by MDM.

I have read and I agree to the contract terms which constitutes our entire agreement. There are no oral or other representations not included herein.

Important Information:

No Extension Cords (unless provided by MDM).
Do Not Un-assemble any parts of the machine.
Do Not move the machine from the place of set-up.
Do Not use any other mix that is not supplied by MDM.
Turn machine OFF when machine is empty.
Rinse the machine barrel with water only.

<u>In doing any of the above will result in a $55.00 Charge or repair fee whichever is higher.</u>

If you are not available at the time of Delivery or Pick-Up there will be an $89 return trip fee. You will be charged for any missing and/or broken parts, mixing jugs, etc. At pickup time the machine must be accessible

Overtime Costs

When feasible, Sponsor's requests made on the day of the event for extended use of the machines will be accommodated. Overtime requests may be made in half-hour increments at a cost of $50 per half hour. Your credit card will be charged at the day of the event for the overtime amount.

What's a 20 Amp 110 Volt Dedicated Circuit?

The electricity is the most important variable that the client supplies, "110 Volt" refer to the electricity in standard outlets. "20 Amp" refers to the size of the breaker that turns the outlet on and off at your breaker box. Breakers are individually labeled with their Amperage at your main electric panel. A 15 Amp breaker will not be sufficient.

"Dedicated Circuit" means that there are NO other large electrical appliances or heavy amperage draw items (microwave, air conditioner, refrigerator etc.) on the same breaker. These items take away electricity that the frozen drink & margarita machines need and could damage them, make them freeze slower, or not at all and may result in repair fee to you.

X _____

Signature of Sponsor **Date**