

ACKNOWLEDGEMENT AND AGREEMENT

ON OBTAINING AND USING PYROTECHNIC PRODUCT

_____ (“License Holder”), under licenses issued to him or her, desires to obtain and use explosive and pyrotechnic materials (“Product”) from Roger George Rentals (“RGR”) for _____ (“Company”), for which License Holder is authorized to enter into this Agreement. All orders of Product by License Holder for use on Company’s behalf shall be governed by this Agreement unless otherwise expressly agreed in a writing signed and executed by the parties.

All Product will either be shipped “F.C.A.” Van Nuys, California to the place of destination designated by License Holder or picked up at RGR’s facility in Van Nuys. Title to Product ordered under this Agreement shall pass to License Holder, along with all liability for and risk of loss or damage in transit or after transit of Product, when License Holder picks up Product at RGR’s Van Nuys facility or when RGR delivers the Product to a common carrier for delivery to License Holder, after which License Holder and Company assume all risk of damage and loss during transportation and shipment.

License Holder represents he or she currently possesses all relevant licenses and permits, and has the requisite expertise and qualifications to obtain and properly use any Product ordered by License Holder, and that all Product will be transported, stored, handled, used and disposed of strictly in accordance with the laws of all applicable jurisdictions. License Holder understands that due to transport, storage and environmental conditions Product may not perform during use in the same manner as any quality control samples tested. License Holder is solely responsible for the transport, storage, handling, use and disposal of the Product and acknowledges that conditions of use are beyond the control of RGR or the manufactures of the Product.

License Holder is fully aware of the dangers and unpredictability involved in the use and handling of pyrotechnic and explosive material, which can lead to serious injury or death, and License Holder willingly and knowingly assumes all risks attendant upon or related to the use of Product.

License Holder, Company and their respective agents, employees, officers, directors, affiliates, contractors, successors and assigns hereby agree to release, defend, hold harmless and indemnify RGR and its agents, employees, officers, directors, affiliates, contractors, suppliers (including MP Associates, Inc. or other manufactures of the Product), successors and assigns from and against all liability, claims, costs, losses, damages, or demands, arising from or related to the transport, storage, handling, use and/or disposal of any Product for which title has passed to License Holder, except as may be caused by the negligence and/or the willful misconduct of RGR and its agents, employees, officers, directors, affiliates, contractors, suppliers, successors and assigns. License Holder and Company represent that they are adequately financed to meet any financial obligation they may be required to incur hereunder.

This Agreement represents the complete and fully integrated understanding of the parties and supersedes all prior and contemporaneous agreements whether oral or written, direct or indirect, between the parties with respect to this matter. No provision hereof may be waived or modified except by a writing overtly representing itself as such a waiver or modification, which is signed by the parties.

IN WITNESS WHEREOF, the parties by their authorized representatives have caused this Agreement to be duly executed below.

for Roger George Rentals

for License Holder

for Production Company

Sign/Print Name and Date

Sign/Print Name and Date

Sign/Print Name and Date