

ACKNOWLEDGEMENT AND AGREEMENT ON PURCHASE AND USE OF PYROTECHNIC PRODUCT

_____ (“License Holder”), the holder of current valid licenses authorizing the purchase of explosives, desires to purchase and use explosive and pyrotechnic materials (“Products”) from Roger George Special Effects (RGSE) on behalf of _____ (“Company”), for which License Holder is authorized by Company to enter into this Agreement. All orders and purchases of Products by License Holder for use on Company’s behalf shall be governed by this Agreement unless otherwise agreed in a separate written agreement signed by the parties.

All sales are Final. All Products will be shipped “F.C.A.” Van Nuys, California to the place of destination designated by License Holder, or picked up at RGSE’s facility in Van Nuys. Title to Products ordered under this Agreement shall pass to License Holder, when RGSE delivers the Products to a common carrier for transport, or the Products are picked up at RGSE, after which License Holder and Company assume all responsibility and liability for risk of loss or damage to Products during transit, except as may be caused by the gross negligence and/or the willful misconduct of RGSE and its agents, employees, officers, directors, affiliates, contractors, successors and assigns.

License Holder represents he or she currently possesses all applicable licenses and permits, and has the requisite experience, expertise and qualifications to purchase and safely use any Products ordered by License Holder without further instructions or advice, and that all Products will be transported, stored, handled, used and disposed of strictly in accordance with the laws of all applicable jurisdictions. License Holder is solely responsible for the transport, storage, handling, use and disposal of the Products and acknowledges that conditions of use are beyond the control of RGSE or Products manufacturers. License Holder and Company understand that due to transport, storage and environmental conditions Products may not perform during use in the same manner as quality control samples tested by the manufacturer.

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 and/or death, property damage, and adverse health effects from exposure to smoke or other substances during use of Products. License Holder and Company willingly and knowingly assume all risks attendant upon or related to the use of Products except as may be caused by the gross negligence and/or the willful misconduct of RGSE and its agents, employees, officers, directors, affiliates, contractors, successors and assigns.

California Only: Products may contain Perchlorate Material - special handling may apply - see www.dtsc.ca.gov/hazardouswaste/perchlorate for additional information. **WARNING:** These products contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. License Holder and Company accept responsibility for providing any necessary warning required by California’s Prop 65 if any people are exposed to certain levels of smoke or other substances contained in the Products or generated during use or otherwise, which is solely under the control of License Holder and Company.

License Holder and Company, on behalf of themselves and their respective agents, employees, officers, directors, members, affiliates, contractors, successors and assigns hereby agree to release, defend (with counsel of RGSE’s choice), hold harmless and indemnify RGSE and its agents, employees, officers, directors, affiliates, suppliers (including MP Associates, Inc. and any other manufacturers of the Products), contractors, 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 Products for which title has passed to License Holder, except as may be caused by the

gross negligence and/or the willful misconduct of RGSE and its agents, employees, officers, directors, affiliates, contractors, 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.

Notwithstanding anything to the contrary in this Agreement, and notwithstanding any remedy to which RGSE may become entitled in equity or law, RGSE hereby waives any right it may have to enjoin or seek to enjoin the development, production, exhibition, promotion and/or distribution of the motion picture currently entitled "_____."

This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature, and the parties hereby consent to jurisdiction and venue in the State of California.

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. Except as otherwise provided, 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. Signatures transmitted electronically or via facsimile are deemed to have the same force and effect as original signatures.

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

for Roger George Special Effects

for License Holder

for Company

Signature

Date

Signature

Date

Signature

Date

Print Name

Print Name

Print Name