



249 Lakeshore E.  
Oakville L6J 1H9  
905.849.0737  
www.Core1.ca



# Rental Agreement

## Core 1

249 Lakeshore Road East  
Oakville, Ontario  
L6J 1H9

Tel.: (905) 849-0737

Fax: (905) 849-0918

### Client Information:

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Information \_\_\_\_\_

E-mail \_\_\_\_\_

Phone \_\_\_\_\_

### Equipment List – Rental Period: \_\_\_\_\_

Item	Qty	Description & Serial Number & Replacement Value	Cost per unit	Extended
1				
2				
3				

### TERMS AND CONDITIONS

In signing this document, you are entering a contract with Canadian Computer Outlet Inc. (O/A Core 1), henceforth referred to as Core 1.

- RISK:** The customer assumes the entire risk of loss or damage to the rental equipment listed on this page (Equipment List) from any cause and in the event of loss or damage agrees to immediately pay **Core 1** the replacement value as indicated. Loss or damage to the equipment shall not relieve the customer from any of the customer's obligations herein.
- RENTAL:** The customer agrees to rent the equipment for the Invoice Total. The first rental payment is due on the date of delivery. **Core 1** shall use its best efforts to deliver the equipment on the Delivery Date. Subsequent rental payments are payable in advance. Rental payments are due unconditionally without reduction or setoff.
- RENEWAL:** In the event that the equipment is retained beyond the rental period, customer agrees that his/her credit card will automatically be charged for a rental extension equal to the rental period indicated on the invoice. Early returns during the renewal period will be reimbursed at a daily rate calculated on a pro-rated basis.
- ACCEPTANCE OF EQUIPMENT:** Acceptance of delivery of the equipment by the customer or his agent will be conclusive evidence that the equipment has been examined and found to be complete in accordance with the description overleaf, in good order and condition, fit for all purposes for which it is required, and in every way satisfactory.
- TITLE TO EQUIPMENT:** The ownership of and title to the equipment is and shall remain with **Core 1** and the customer hereby agrees to keep the equipment free and clear of any and all liens, charges and encumbrances of any kind or nature whatsoever.

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7. **LOCATION OF EQUIPMENT:** The equipment shall be located and used at the address stated overleaf and shall not be removed therefrom without the prior written consent of **Core 1**. The equipment shall be operated in a careful and proper manner by competent persons only and in accordance with the manufacturer's directions.
8. **LATE RETURNS:** The equipment is rented for the duration of the agreed upon term. Should the customer fail to return the unit within the agreed upon time frame, the customer will be charged an additional 25% per day beyond the rental period.
9. **LIABILITY:** In no event shall **Core 1** or any of its service or installation technicians be liable for any loss or damage resulting from any delay in furnishing or failure to furnish maintenance service hereunder for any reason whatsoever, whether such delay or failure arises from any cause beyond **Core 1** reasonable control, including without limiting the generality of the foregoing acts of God, unanticipated natural phenomena, weather, wrecks or delays in transportation, acts of the Customer, government action, fire, strikes, war and inability to provide labour or materials. In no event shall **Core 1** or any of its service or installation technicians be liable for any incidental consequence or for special damages arising out of the maintenance or failure to perform maintenance specified in the Agreement, for any reason whatsoever, **Core 1** shall not be liable for direct or indirect loss or damage incurred by Customer arising from or in relation to any failure of the equipment or its unsuitability for any purpose.
10. **SERVICE:** The rental amount payable under this agreement includes a charge for a service contract entered into on behalf of the customer by **Core 1**. In addition to the regular maintenance provided pursuant to such service contract the customer shall be liable for all repairs required due to neglect or abuse of the equipment. All requests for service to the equipment shall be made to **Core 1** which will provide such service at no additional charge, except the cost of repairs, which at the determination of **Core 1** are necessary as a result of misuse or neglect and which will be payable by the customer on demand by **Core 1**. Repairs and service may be undertaken only by **Core 1** or by the product vendor or an authorized agent fully authorized by the vendor with the expressed purpose of enhancing the on-site response time and/or extending coverage beyond standard business hours (Monday – Friday, 8:00 AM ~ 5:00 PM) which would exceed the terms and conditions of the existing warranty agreement.
11. **SOFTWARE:** Title to any software (including copies thereof) supplied by **Core 1** and all rights therein remain vested in **Core 1**. The customer agrees that this software is confidential, shall protect it and hold it in strictest confidence, shall not disclose it to third parties, and shall not copy the software in whole or in part. **Core 1** grants to Customer the right to use any software pre-installed on the computer systems for the complete duration of the rental agreement and **Core 1** warrants that it has the right to grant such rights to Customer.
12. **INSURANCE:** The customer will maintain insurance against property and liability risks as would a prudent owner.
13. **DEFAULT:** If the customer shall commit any breach of this agreement or if the equipment is, in the opinion of **Core 1** in danger of being confiscated or attached or if **Core 1** deems itself to be insecure, **Core 1** may, at its option terminate this lease by notice to the customer, whereupon **Core 1** shall be entitled to repossession of the equipment and the customer shall also be liable to **Core 1** for all rent payable for the rental period and all such rent shall immediately become due and payable, and shall also be liable for all damages which **Core 1** may sustain by reason of the customer's breach, including, without limitation, all legal fees and other expenses incurred by **Core 1** in attempting to enforce the provisions of this agreement or in repossessing the equipment. **Core 1** may pursue any other remedy permitted by law or equity. **Core 1** remedies shall be cumulative and not exclusive.
14. **INDEMNITY:** The customer agrees to indemnify **Core 1** against any and all claims, actions, suits, proceedings, costs, expenses, damages, liabilities, and consequential damages (including legal fees) arising out of or connected with, or resulting from the use of the equipment.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between **Core 1** and the customer.
16. **GOVERNING LAW:** This agreement shall be interpreted and enforced in accordance with the laws of the Province in which rental equipment is located.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_