



Date: _____

Rental Agreement

Carbon Computing

1052 Queen Street West
Toronto, Ontario
M6J 1H7
Tel.: (416) 535-1999
Fax: (416) 535-3129

Client Information:

Company _____

Address _____

Contact Information _____

E-mail _____

Phone _____ Fax _____

Customer Signature _____

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 Carbon Computing), henceforth referred to as Carbon Computing.

- 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 **Carbon Computing** 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. **Carbon Computing** 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.



Date: _____

4. **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.
5. **TITLE TO EQUIPMENT:** The ownership of and title to the equipment is and shall remain with **Carbon Computing** 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.
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 **Carbon Computing**. The equipment shall be operated in a careful and proper manner by competent persons only and in accordance with the manufacturer's directions.
8. **LIABILITY:** In no event shall **Carbon Computing** 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 **Carbon Computing** 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 **Carbon Computing** 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, **Carbon Computing** 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.
9. **SERVICE:** The rental amount payable under this agreement includes a charge for a service contract entered into on behalf of the customer by **Carbon Computing**. 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 **Carbon Computing** which will provide such service at no additional charge, except the cost of repairs, which at the determination of **Carbon Computing** are necessary as a result of misuse or neglect and which will be payable by the customer on demand by **Carbon Computing**. Repairs and service may be undertaken only by **Carbon Computing** 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.
10. **SOFTWARE:** Title to any software (including copies thereof) supplied by **Carbon Computing** and all rights therein remain vested in **Carbon Computing**. 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. **Carbon Computing** grants to Customer the right to use any software pre-installed on the computer systems for the complete duration of the rental agreement and **Carbon Computing** warrants that it has the right to grant such rights to Customer.
11. **INSURANCE:** The customer will maintain insurance against property and liability risks as would a prudent owner.
12. **DEFAULT:** If the customer shall commit any breach of this agreement or if the equipment is, in the opinion of **Carbon Computing** in danger of being confiscated or attached or if **Carbon Computing** deems itself to be insecure, **Carbon Computing** may, at its option terminate this lease by notice to the customer, whereupon **Carbon Computing** shall be entitled to repossession of the equipment and the customer shall also be liable to **Carbon Computing** 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 **Carbon Computing** may sustain by reason of the customer's breach, including, without limitation, all legal fees and other expenses incurred by **Carbon Computing** in attempting to enforce the provisions of this agreement or in repossessing the equipment. **Carbon Computing** may pursue any other remedy permitted by law or equity. **Carbon Computing** remedies shall be cumulative and not exclusive.
13. **INDEMNITY:** The customer agrees to indemnify **Carbon Computing** 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.
14. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between **Carbon Computing** 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.