

Rental Agreement

Cabinet Pro LLC

E-Mail: admin@cabinetpro.com

LIMITED WARRANTY: Cabinet Pro LLC is the developer and distributor of software for closets, garages, and the Kitchen & Bath Industry. This software is fully supported and periodically enhanced with new features. As with any large and complicated program that performs a multitude of tasks, this software package may contain errors. You are advised to perform manual checks on its performance until you have utilized each particular routine of the program. Although all of our software programs will have undergone extensive testing before their distribution, Cabinet Pro LLC cannot promise perfection. Cabinet Pro LLC does, however, agree to rectify any programming errors that may be found with the highest priority.

- §1. **Type of Contract:** ___ **Simple Rental** ___ **Rent-To-Own**
- §2. The Company or individual renting software with this contract, shown in §24 below, shall be known hereafter as "The Company".
- §3. Cabinet Pro LLC or any of its representatives are hereby released and are deemed to be not responsible in any way for any loss of profits, loss of business, material damage, personnel injury, or CNC router damage resulting from the use of this product - even if such loss, injury, or damage can be shown to be a result of the proper use of this product or of suggestions made by its representatives.
- §4. Unless otherwise noted in Special Stipulations below, this rental includes one seat, where a "seat" is defined as one single user installation on a single computer with a **Windows Operating System**. One and only one Registration Number shall be given per seat to install the software.
- §5. All financial transactions of sales, services, and rentals are final. There are **no refunds** on any part of this rental, on any used or unused portion of any payment already made, or on any future purchases, rentals, services, or transactions of any type from Cabinet Pro LLC.
- §6. All Rentals **include** Program Updates as part of the monthly rental fee, which may be downloaded from www.cabinetpro.com.
- §7. Computers for all Rentals must utilize U.S. Time and Date format.
- §8. Registration Numbers, transfer of software to another computer, and formal training shall only be given if The Company has the **most current** version of this software, as noted on the download page of www.cabinetpro.com.
- §9. Premium Technical Support is **included** in the monthly payment for this Rental.
- §10. If this rental includes a CNC edition of our software, The Company agrees to provide correct CNC code format and commands to Cabinet Pro LLC that are necessary to operate the CNC router of The Company. Cabinet Pro LLC agrees to adjust the CNC code output for any purchased post processor so that it is in accordance with the specifications The Company provides. The Company agrees that the CNC code format and commands it will provide Cabinet Pro LLC will be in accordance with what is suggested by the manufacturer of his specific CNC router. If there is a charge for this 1st post processor for any reason, then this charge will be made clear **prior** to renting and will be non-refundable. There **will** be a charge for changing Post Processors or for changing CNC Routers.
- §11. This Agreement involves the **right to use** the rented software, not the ownership of the software itself. This right to use this software is for The Company designated below and is not transferable to another party, a changed company name, **nor** can it be sold to another party.
- §12. Unless otherwise specified below, personalized training is available at additional cost from the amount shown below. Training Videos, however, are free of charge.
- §13. Cabinet Pro LLC **does not** engage in verbal agreements of any sort. All agreements involving this rental **must** be in written form. In addition, all parties bound in this contract agree that **all** representations of Cabinet Pro LLC's software or services are stated in **written** documentation at www.cabinetpro.com, current brochures, or emails. No representation has been made that is not to be found in one or more of these written forms.
- §14. **Either** party of this contract may terminate the **Simple Rental** at any time, temporarily or permanently, without penalties and without explanation. If the **Simple Rental** is still offered, The Company may resume renting at any time for no charge other than the current monthly **Simple Rental** amount of the "Option #" described in §21 below.
- §15. Authorizing Cabinet Pro LLC to automatically deduct the monthly payment by a designated credit card via §23 is **required** for a **Rent-To-Own** contract, but **not allowed** for the **Simple Rental** contract. The credit card, if any, to be used for monthly payments is shown in §27.
- §16. To terminate the **Rent-To-Own** contract, The Company must notify Cabinet Pro LLC **in writing** of its intent to terminate this service, *at which time this contract shall be **irreversibly** revoked, all automatic deductions shall immediately cease, and no further deductions shall be made.* Refunds on previous payments made prior to this written notification shall still be governed by §5 of this contract.
- §17. All Rental Payments for the **Simple Rental** shall be made by The Company on or about every 30 days online via the "**Rental Payments**" link at www.cabinetpro.com. In addition, The Company is required to send in the formal Request Form for the Monthly Access Renewal code each month in order to actually **use** the software for that month.
- §18. The rental of this software is considered to originate from Lane County, Oregon, and therefore **no sales tax will be collected**. The Company bound in this contract has the responsibility of paying sales tax in his/her state, if it is applicable. In addition, it is agreed that any arbitration or litigation initiated by either party arising from any issue involving Cabinet Pro LLC and The Company and/or person bound in this contract is to be filed in Lane County, Oregon.
- §19. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- §20. Special Stipulations and Add-On Modules: _____
- §21. Rental Setup Fee: _____ for Cabinet Pro ___STD ___CNC, Option #: ___ (Check **either** STD or CNC)
- §22. Monthly Payment: Basic rental fee of \$_____ per computer for ___ computer(s), giving a **Total Monthly Payment of \$_____**
- §23. For **Rent-To-Own** contracts **only**: Cabinet Pro LLC may deduct the **Total Monthly Payment** shown in §22 from the credit card shown in §27 on or about the ___ day of each month beginning on _____. I understand that I will still be required to email the request for the Monthly Access Renewal code each month in order to actually **use** the software for that month.
- §24. Company Name: _____
- §25. Billing Address: _____ City: _____ State: _____ Zip: _____
- §26. Work Telephone: _____ Fax: _____ E-Mail Address: _____
- §27. Credit Card (**Rent-To-Own** only): _____ Expiration Date: _____ Security Code (CCV): _____
- §28. Primary Contact Name (please print): _____
- §29. Signature: _____ Date: _____

By signing this Agreement, I formally agree to abide by the contents of this contract and affirm that I have read and will honor the written Policies of Cabinet Pro LLC, existing at www.cabinetpro.com