

# Rental Agreement

## Cabinet Pro LLC

E-Mail: [admin@cabinetpro.com](mailto: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. The Company or individual renting software with this contract, shown in §22 below, shall be known hereafter as "The Company".
- §2. 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.
- §3. 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.
- §4. 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.
- §5. Computers for all Rentals must utilize U.S. Time and Date format. A month is defined as 30 days, and a Quarter is defined as 90 days.
- §6. 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](http://www.cabinetpro.com).
- §7. The Company is required to pay ½ the posted Program Update fee each January in order to maintain this agreement.
- §8. 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. 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 The Company's specific CNC router. In addition, the Company agrees to provide an expert who is thoroughly knowledgeable with the code required by the Company's CNC router to answer any questions from Cabinet Pro LLC that may arise from the building of a new or modified post processor. Cabinet Pro LLC agrees to adjust the CNC code so that it is in accordance with the specifications The Company provides. There may be an additional charge for changing a Post Processor after the initial post processor is completed and operational **or** if The Company requires customization of an existing Post Processor.
- §9. 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.
- §10. Unless otherwise specified below, personalized training is available at additional cost from the amount shown below. Training Videos, however, are free of charge.
- §11. 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](http://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.
- §12. **Either** party of this contract may terminate the **Rental** at any time, temporarily or permanently, without penalties and without explanation. If the **Rental** is still offered, The Company may resume renting at any time for no charge other than the current monthly **Rental** amount of the "Option #" described in §19 below.
- §13. Although rarely done, Cabinet Pro LLC reserves the right to change the monthly rental amount of any or all Options at any time. If changed, the Company has the right to either honor the Rental Fee change beginning on its next Quarterly Payment, or to withdraw from the Rental Program with no penalties.
- §14. No sales tax is being collected by Cabinet Pro LLC. The Company is responsible to pay any sales tax due by its local government. Any tax paid by the company is totally independent of Cabinet Pro LLC and shall neither be reimbursed, collected, nor disbursed by Cabinet Pro LLC. However, residents from selected States may receive a Sales Tax bill from Cabinet Pro LLC in addition to the monthly payment.
- §15. 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 Las Vegas, Nevada.
- §16. 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.
- §17. If Training is part of this agreement, then that training must be completed within 30 days of the date shown in §27 of this Agreement. After 30 days, any training remaining is forfeited without refund or compensation.
- §18. Special Stipulations and Add-On Modules: \_\_\_\_\_

§19. Product:    \_\_\_ Cabinet Pro STD    \_\_\_ Door Pro STD    Option #: \_\_\_  
                  \_\_\_ Cabinet Pro CNC    \_\_\_ Door Pro CNC    Option #: \_\_\_

§20. Quarterly Payment: Monthly rental fee of \$\_\_\_\_\_ per computer times \_\_\_ computer(s), times 3 months = **Total Quarterly Payment of \$\_\_\_\_\_**  
**Remember to pay the One-Time Rental Setup Fee as well as the Quarterly Payment**

§21. All Quarterly Payments shall be made by The Company online via the "**Rental**" link at [www.cabinetpro.com](http://www.cabinetpro.com). In addition, The Company is required to send in the formal Request Form for the Quarterly Access Renewal code each quarter in order to actually **use** the software for that quarter.

§22. Company Name: \_\_\_\_\_

§23. Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

§24. Work Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

§25. Primary Contact Name (please print): \_\_\_\_\_

§26. Signature: \_\_\_\_\_ §27 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](http://www.cabinetpro.com)*