

Rental Agreement & Contract

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. 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. **Initial:** _____
- §5. This Agreement is a (check one): **Simple Rental** **12-Month Subscription** **Rent-to-Own Agreement** **Initial:** _____
- §6. If §5 is a **Simple Rental**, then either party, the Company or Cabinet Pro LLC, may exit this Agreement at any time without warning, without penalty, and without having to give a reason to the other party. Cabinet Pro LLC reserves the right to change the monthly rental amount of this *Simple Rental* at any time. If changed, the Company has the right to either honor the Rental Fee change beginning on its next Payment, or to withdraw from the Rental Program with no penalties. **Initial:** _____
- §7. If §5 is a **12-Month Subscription**, then the Company is awarded a 20% discount off the current *Simple Rental* prices. The Company authorizes Cabinet Pro LLC to charge the monthly payment shown on §26 each month during the 12-month subscription period, which begins 91 days from the date shown in §29. This Subscription shall be automatic and non-reversible unless this Subscription is specifically cancelled via email by the Company within the 90-day period beginning on the date shown in §29. The monthly charge shown on §26 shall never be increased as long as this Subscription is renewed each year. **Initial:** _____
- §8. If §5 is a **Rent-to-Own Agreement**, then the Company authorizes Cabinet Pro LLC to charge the monthly payment each month for 30 months, which begins 91 days from the date shown in §29. The monthly charge shown on §26 shall be automatic and non-reversible unless this Rent-to-Own option is specifically cancelled via email by the Company within the 90-day period beginning on the date shown in §29. After this initial 90-day trial period is over, cancellation is no longer an option and neither party may exit or change this contract. After a total of 30 months of payments the software shown in §21 shall be automatically converted to a Purchase after the Company submits a new Purchase Agreement. "Ownership" as used in this agreement is defined as *owning the right to use the software without limit and without rental fees, not owning the software itself*. Cabinet Pro LLC is the sole owner of its software. **Initial:** _____
- §9. Computers for all Rentals must utilize U.S. Time and Date format. Additionally, a "Quarter" is defined as 90 days, and a "year" is defined as 365 days.
- §10. 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.
- §11. The Company is required to pay ½ the posted Program Update fee each January as part of this agreement. The first Update fee shall be prorated from the purchase date to December 31 of the current year. **Initial:** _____
- §12. 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.
- §13. 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.
- §14. Unless otherwise specified below, personalized training is available at additional cost from the amount shown below. Training Videos, however, are free of charge.
- §15. 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. **Initial:** _____
- §16. 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
- §17. 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.
- §18. 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.
- §19. If Training is part of this agreement, then that training must be completed within 30 days of the date shown in §29 of this Agreement. After 30 days, any training remaining is forfeited without refund or compensation.
- §20. Special Stipulations and Add-On Modules: _____
- §21. Software: Cabinet Pro STD Door Pro STD Cabinet Pro & Door Pro STD Cabinet Pro CNC Door Pro CNC Cabinet Pro & Door Pro CNC
- §22. Company Name: _____ Telephone: _____
- §23. Name on Credit Card: _____ E-Mail Address: _____
- §24. Physical Address: _____ City: _____ State: _____ Zip: _____
- §25. Credit Card: _____ CCV: _____ Expiration Date: _____
- §26. Cabinet Pro LLC is authorized to charge the credit card shown in §25 on the _____ day of each month the amount of \$ _____ for _____ months, beginning on the 91st day from the date shown on §29. **Initial:** _____
- §27. Primary Contact Name (please print your name clearly): _____
- §28. Signature _____ §29 Date _____