



Terrapius Inc. Rental Agreement PAGE 1 of 3

TERRAPLUS INC.
52 West Beaver Creek Rd., Unit 12
Richmond Hill, Ontario
L4B 1L9 (CANADA)
Phone: (905) 764-5505
Fax: (905) 764-8093
E-mail: sales@terrapius.ca

INSTRUMENT RENTAL AGREEMENT

TERRAPLUS INC.
52 West Beaver Creek Road, Unit 12
Richmond Hill, Ontario
L4B 1L9

Hereinafter called "TERRAPLUS" and
(Please fill in below your Company Address including Phone and Contact Person)

Hereinafter called "**Customer**", agrees to rent to the Customer, and the Customer hereby agrees to rent from TERRAPLUS the following "Equipment" at the price specified under the Rental Terms specified below:
(List Instruments Requested for Rental)

The Equipment shall also include any item subsequently substituted or exchanged for or added to during the course of the contract.

The Customer acknowledges receipt of the Equipment in good working order.

RENTAL TERMS

The Customer agrees to rent the above Equipment for a period of _____ commencing _____ at a rate of _____ (CDN).*
per week/month

The rental period commences one day after the date of shipment from TERRAPLUS' facility and terminates one day before the Equipment is received at the TERRAPLUS facility.

The customer agrees that the Equipment shall not be removed from the country of Canada.

The Customer agrees to pay for freight of the Equipment, both to and from TERRAPLUS' facility, by a recognized air or ground carrier.

INSTRUMENT RENTAL AGREEMENT(continued)

PAYMENT TERMS

As the Customer is invoiced at the end of each rental interval, full payment for that rental interval is expected upon receipt of each invoice.

A deposit is the amount of \$ _____ is/is not required upon commencement of the rental period.

INSURANCE

TERRAPLUS will insure the Equipment while in transit through recognized air or ground carriers to and from the Customer.

The Customer is responsible for fire, theft, loss or damage to the Equipment while the equipment is in the possession of the Customer therefore insurance is required. In the event that TERRAPLUS deems the Equipment to be damaged beyond repair or in the event of a loss by the Customer, the Customer agrees to pay TERRAPLUS the fair market value of the Equipment. TERRAPLUS shall have absolute discretion in determining the fair market value of the Equipment.

SOFTWARE

The Customer hereby agrees that the programs listed below will be used on one single computer. A single computer either a stand-alone single or multi-process computer, or it is a single file server in a local area network. The program(s) listed may be transferred from the diskette(s) provided to the fixed memory of the single computer to become your executing version of the program(s). Use of the program(s) are subject to the following conditions:

- 1. The program(s) and supporting documentation will not be duplicated or copied.
- 2. The program(s) and supporting documentation will not be lent, transferred or distributed.
- 3. The program(s) and supporting documentation will not be modified.

ACCEPTANCE

This Instrument Rental Agreement is non-cancelable and is subject to these terms and conditions and those additional terms and conditions that follow which are made part hereof and which the Customer has read and agrees to.

per: _____
TERRAPLUS INC.

per: _____
CUSTOMER

Dated: _____

ADDITIONAL TERMS AND CONDITIONS

1. **SUB-LEASE or ASSIGNMENT:** The customer agrees not to assign this Rental Agreement or any interest herein, or in the Equipment or sublet the equipment or make any alterations of or additions or improvements to the Equipment, without prior written consent of TERRAPLUS.
2. **INDEMNITY:** The Customer agrees to indemnify and save TERRAPLUS harmless from and against all loss, damage and expense whatsoever resulting from any personal injury or damages to property directly or indirectly caused by the Equipment or any part thereof during the term applicable to such Equipment, including the operation and handling of the Equipment.
3. **TITLE:** The equipment shall at all times remain and be the sole and exclusive property of TERRAPLUS and, the Customer shall have no right of property therein except the right to use the Equipment upon the terms and conditions herein contained and for the term of this Rental Agreement.
4. **DEFAULT:**

TERRAPLUS may terminate this Rental Agreement, if:

 - I. the Customer fails to perform or keep any term or condition hereof (including failure to make any payment of rent);
 - II. any proceeding in insolvency, bankruptcy, receivership or liquidation be taken against the Customer; or
 - III. the Customer shall make an assignment for the benefit of creditors or commits an act of bankruptcy or makes a bulk sale of assets.

Default by the Customer under any other agreement between TERRAPLUS and the Customer shall also constitute default. Upon such termination, TERRAPLUS shall recover as damages and the Customer shall pay to TERRAPLUS all amounts due hereunder as rent. The Customer agrees that such amounts are liquidated damages and the above method is a reasonable method of determining the damages expected to be suffered by TERRAPLUS in the event of a breach of this Rental Agreement. TERRAPLUS shall also recover and the Customer shall pay the costs and expenses of TERRAPLUS, including reasonable legal fees in the collection of the amounts due to TERRAPLUS. In the event of termination, TERRAPLUS may take possession of the Equipment wherever located without demand notice or without Court order or other process of law but such taking of possession shall not affect TERRAPLUS' rights to recover damages for breach of the lease.
5. **INTERPRETATION:** This Rental Agreement shall be deemed to have been made in and shall be construed in accordance with and governed by the laws of the Province of Ontario.
6. **DISCLAIMER:** TERRAPLUS makes no representations or warranties and there are no conditions with respect to the merchantability, the suitability or durability of the Equipment or any part thereof for the purposes or uses of the Customer. Unless the Customer notifies TERRAPLUS in writing of any defects in the Equipment or part thereof on delivery of such Equipment, all such Equipment or part thereof shall be deemed conclusively to have been delivered to the Customer in good and efficient working order and repair, and the Customer shall be deemed conclusively to have accepted delivery thereof on the date of delivery.