

Rental Agreement

(Standard)

Siskiyou Products

Phone: (541) 776-9133

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AGREEMENT: Please read the following terms of this rental. Your signature below will signify agreement with these terms:

LIMITED WARRANTY: Siskiyou Products 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, Siskiyou Products cannot promise perfection. Siskiyou Products does, however, agree to rectify any programming errors that may be found with the highest priority.

- Siskiyou Products 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.
- Rental of Cabinet Pro includes the features of Cabinet Pro or Door Pro described below. Premium Graphics is the only feature that must be purchased separately. All programs may be installed on one computer (defined as one "seat"). There exists a charge per month for each additional seat. The term "month" as used in this agreement refers to a 30-day period. One and only one Registration Number shall be given per seat to install the software.
- This Agreement involves the renting of the **right to use** the software for the duration of this rental agreement. This right to use this software is not transferable to another party, **nor** can it be sold to another party.
- Payment for 3 months in advance is due each 90 days. The software will stop operating on the 91st day, unless a new Access Code is entered. The Access Code will be emailed to the customer within 3 days of payment.
- If payment is late, then this will constitute an automatic termination of this agreement with no penalties and with no further rent due. To re-instate the rental at a later date, a new agreement must be filed, along with an initial payment of the \$185 Administrative Fee.
- This is strictly a Rental Agreement, where each party may terminate the service at any time without penalties. This is **not** a "rent-to-own" agreement.
- There exist no additional fees other than the initial Administrative Fee of \$185 and the monthly fee. Technical Support and program updates shall be available for no charge as long as this agreement is active. If the Renting company decides to purchase the software being rented within the first 30 days, then one half of the initial money paid will be applied to the Purchase Price.
- If this rental includes a CNC edition of our software, the Renting Company agrees to provide correct CNC code format and commands to Siskiyou Products that are necessary to operate the CNC router of the Renting Company. Siskiyou Products agrees to adjust the CNC code output so that it is in accordance with the specifications the renting company provides. The Renting Company agrees that the CNC code format and commands it will provide Siskiyou Products will be in accordance with what is suggested by the manufacturer of his specific CNC router.
- Refund Policy: There exist no refunds on any rental fees, administrative fees, or any other fees charged as part of the Rental Program.
- The rental of this software is considered to originate from Jackson County, Oregon, and therefore **no sales tax will be collected**. The Company and/or person 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 Siskiyou Products and the Company and/or person bound in this contract is to be filed in Jackson County, Oregon.
- 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.

Special Stipulations: _____

Referred By: _____

Check the Program & Option being rented:

Cabinet Pro Std. Option 1 Option 2 Option 3 Option 4 Door Pro Std.
 Cabinet Pro CNC Option 1 Option 2 Option 3 Option 4 Option 5 Door Pro CNC
 Cabinet Pro Lite

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Credit Card Number: _____ Expiration Date: _____

It is not necessary to fill out the Credit Card Information if you already purchased over the web or over the telephone.

Name (please print): _____ 3-Digit Security Code (CCV): _____

Signature: _____ Date: _____