

Rent-to-Own Agreement

This RENT-to-OWN AGREEMENT (the "Agreement") is dated _____ (date), 2009.

BETWEEN

Cube in-a-Box LLC. located at 506 Alden Lane, Livermore, California, 94550

(the "Lessor")

OF THE FIRST PART,

-and-

_____ (company name, address)

(the "Lessee")

OF THE SECOND PART,

THE FOLLOWINGS HAVE BEEN AGREED.

IN CONSIDERATION of the mutual covenants and promises in this Agreement, the sufficiency of which the two Parties acknowledge, the Lessor shall rent some V.series Cube in-a-Box cubicles as per a **Quote listed in Addendum A (the "Equipment")** to the Lessee, and the Lessee shall rent this Equipment from the Lessor.

RECITALS

The Lessor agrees to rent the Equipment to the Lessee, and the Lessee agrees to rent the Equipment from the Lessor in accordance with the terms set out below in this Agreement:

Term

1. The Rent will commence on the _____ (date), 2009 and will run for a term of ___ months (the "Term").

Payment

2. The Rent payment (the "Rent") of \$_____ each month will be paid in advance by Credit Card processing as per the **Credit Card Authorization listed and to be signed in Addendum B**. The Lessee acknowledges and authorizes the Lessor to process the Rent payment through a valid Credit Card and each succeeding month throughout the Term.
3. To validate this Agreement, the Lessee agrees to pay the first Rent, the last Rent, and an Insurance waiver on the Equipment, for a total of \$_____ due at signing.

Delivery of Equipment

4. The Lessor will, at the Lessor's own expense, have the Equipment delivered to the Lessee's door at _____ **(delivery address)**.

Loss and Damage

5. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
6. If the Equipment is lost, stolen or damaged, the Lessee will continue paying the Rent up to the agreed Term, and will provide the Lessor with prompt written notice of such loss, theft or damage.

Ownership, Right to Lease and Quiet Enjoyment

7. The Equipment is the property of the Lessor and will remain the property of the Lessor for the Term of the Agreement or until Lessee's 12th month last and final Rent payment, and after a **\$50.00 formal check-to-own per cubicle** is cleared.
8. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
9. The Lessor warrants that the Lessor has the right to rent the Equipment according to the terms in this Agreement.

Insurance

10. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for insurance against loss, theft and damage to the Equipment for the full replacement value of the Equipment and will name the Lessor as the loss payee.
11. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment. **The insurance policy will have limits of at least \$100,000.00.**
12. The insurance will be in the joint name of the Lessor and the Lessee so that both the Lessor and the Lessee will be protected from liability and will provide primary and non-contributing coverage for the Lessor. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Lessor with thirty (30) days written notice stating when such modification or cancellation will be effective.
13. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.
14. If the Lessee fails to maintain and pay for such insurance, the Lessor may, but is not obligated to, obtain such insurance, but if the Lessor does obtain such insurance, the Lessee will pay to the Lessor the cost of such insurance upon notification from the Lessor of the amount.

Default

- 15. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
 - a. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations.
 - b. The Lessee becomes insolvent or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or other competent jurisdiction.
 - c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied **within 10 days**.

Remedies

- 16. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following Remedies:
 - a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
 - b. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
 - c. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
 - d. Terminate this Agreement immediately upon written notice to the Lessee.
 - e. Pursue any other remedy available in law or equity.

Governing Law

- 17. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or proceeding may be instituted.

Signatures

- 18. **NOTICE TO THE LESSEE:** This is a legal binding document, do not sign this Agreement and Addendums before you have read them carefully. You are entitled to a completed copy after you sign them. IN WITNESS WHEREOF the two Parties have signed and executed this Rent-to-Own Agreement on _____ (date), 2009.

For: **Cube in-a-Box LLC.**

Per: **Francois Clement, CEO** _____ (c/s)

For: _____ (company name)

Per: _____ (person name) (c/s)

Addendum A

(copy of Quote)

Addendum B

(Credit Card Authorization form to be signed by Lessee)