

# OHASS INC. (Root 66 Aquaponic Garden Shop)

## Reagent Rental Agreement

For

## HydroAquaponic Systems and other Root 66 Growing Spaces

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2015, between OHASS INC. (Root 66 Aquaponic Garden Shop) at 8863 Burlington Ave., Brookfield IL 60513 and \_\_\_\_\_, (hereinafter called "Participant") at \_\_\_\_\_.

Effective starting date of agreement: \_\_\_\_\_ (System Placement Date)

### Terms and Conditions

1. **Appointment & Acceptance-** OHASS INC. grants Participant, and Participant accepts the right to use the HydroAquaponic System(s) and Growing Spaces equipment listed in this agreement on a reagent rental basis. A \_\_\_\_\_ dollar refundable deposit will be required prior to shipment and installation.
2. **Term of Agreement-** The term of this agreement is \_\_\_\_\_ year(s) from the effective date. This agreement will automatically renew, for additional one-year periods, unless written notice is given by the Participant (30) days prior to expiration.
3. **Exclusive Purchase-** The right for Participant to use reagent rental equipment under this agreement is based on the exclusive purchase of all plant nutrients, growing medias, plug trays, plugs, bulbs, any "disposable" supplies or reagents to run and maintain the growing spaces or HydroAquaponic system(s) and are NOT for re-sale. The purchase of these items from any other source besides OHASS INC will result in the immediate termination of this agreement, and return of the equipment.
4. **Price-** Prices for OHASS INC. HydroAquaponic Systems and growing spaces equipment are fair retail plus. OHASS INC. will make every effort to give 30 day notice on any and all price increases.

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5. **Ordering, Disposable Reagents and Usage-** All reagent and disposable items for upkeep and maintenance of the Participant's system(s) or growing space will be made monthly based on the scheduled needs of that space. These items will be shipped from our distribution center.
6. **Delivery, Credit and Terms of Payment-** Credit can be established after 6 months of on-time payments, a routine credit check and references evaluation. Payment is required monthly. Any late payments may result in immediate charge for the entire system or space's reagents remaining balance due including \$25.00 fee and 1.5% interests monthly charges.
7. **Equipment Service-** OHASS INC. agrees to maintain the equipment in proper functioning order during the term of this agreement. OHASS INC makes no warranties, express or implied, or of merchantability, for this equipment. Repair of malfunctioning equipment without charge is OHASS INC's only obligation under this warranty. OHASS INC will not be responsible for any consequential or incidental damages resulting from improper use of this equipment. Other damages, for which OHASS INC will not be responsible for include, but not limited to, loss of revenue or profit, down time cost, loss of use of the equipment, cost of any substitute equipment facilities or services or claims of your customer for such damages. This reagent rental agreement is limited to the continental United States. This agreement does not cover service or parts for any attachments, accessories, or alterations not marked by OHASS INC, nor to correct problems from their use.
8. **Assignment-** Without prior written consent of OHASS INC, the Participant shall not assign, transfer, or pledge the rental equipment or any part thereof to be used by anyone other than, the Participant, the Participant's employee or the Participant's contractor(s).
9. **Ownership-** The rental equipment, serial numbers listed on Exhibit B are, and shall at all times remain, the sole and exclusive property of OHASS INC. and the participants shall have no right, title or interest therein except as expressly set forth in these Terms and Conditions.
10. **Participant Responsibility-** The Participant agrees to provide reasonable care for the equipment listed on Exhibit B; to return the equipment in the same condition as received, ordinary wear and tear expected; and to notify OHASS INC immediately of loss or damage.
11. **Credit Card on File-** The Participant agrees to provide valid credit card information to be kept on file at OHASS INC. to be charged for applicable fees such as initial deposit, rental fees incurred by deficient monthly, and replacement or repair cost for lost or damaged equipment.

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12. **Equipment Return & Deposit Refund-** Participant agrees to return the equipment in Exhibit B within 10 days of the expiration or termination of this agreement. OHASS INC agrees to refund deposit within 30 days of equipment receipt by OHASS INC. If equipment is lost or damaged the participant's deposit will be deducted from the repair or replacement cost.

13. **Taxes-** Sales, use, or other taxes measured by sales or receipts are not in the prices shown. Where applicable, such taxes will be billed if a valid exemption certificate is not furnished.

14. **Governing Law-** The Term and Conditions of this agreement shall be governed by the laws of the State of Illinois.

15. **Termination of Agreement-** OHASS INC reserves the right to terminate this agreement if any one of the conditions stated in this agreement is not met by the Participant.

16. **Notice-** Any notice required to be given hereunder shall be given in writing, by personal delivery, or by certified or registered mail, return receipt requested, sent to the party at its address set forth on the signature page hereto, or such other address as may be specified by notice given in accordance herewith. Notice shall be deemed given upon receipt by the party to which it is sent of refusal to accept delivery.

17. **Entire Agreement-** This Agreement is the entire agreement between the parties with respect to the subject matter hereof.

18. **Time of Essence-** Time is of the essence of each provision of this agreement.

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By: \_\_\_\_\_  
Shawn Odneal

By: \_\_\_\_\_

Title: Owner/ VP sales and Operations

Title: \_\_\_\_\_

OHASS INC, Root 66 Garden Shop  
8863 Burlington Ave.  
Brookfield, IL 60513

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\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## Product Price

Reagent A	\$
Reagent B	\$
Foliar Feedings	\$
Root/ Veg. Enhancer	\$
Early Flower Enhancer	\$
Late Flower Enhancer	\$
Vegan Enzyme	\$
Flower Enzyme	\$
Cal/ Mag. Supplement	\$
Zinc Supplement	\$
Shooting Powder	\$
Final Flush	\$
Growing Media Plugs	\$
Grow Blocks	\$
Pro-Slabs	\$
Light Bulbs	\$
Replacement Reflectors	\$
Carbon Pre-filters	\$
Carbon Filters	\$

# Exhibit B

Equipment Serial Number Listing

1. SN