

RENTAL AGREEMENT

This Agreement is between the relevant SNAGP affiliate (**S.N.A.G.P. CORPORATION**) listed in the SNAGP Affiliate Addendum to this Agreement and the Company (**Company**) to whom SNAGP has agreed to supply Products and/or Services to via a SNAGP Program Enrolment. The following terms and conditions govern the trading relationship between SNAGP and Company.

The parties agree as follow:

1. **EQUIPMENT. OWNER** rents to **RENTER** and **RENTER** rents from **OWNER**, subject to the terms and conditions of this agreement. See **ANNEX "A"**
2. **RENTAL PAYMENT.** Base on approved Rental Quotation. See **ANNEX "B"**

RENTER may issue postdated checks on the duration of this Rental Agreement.

RENTER also pays other charges in accordance with his Agreement including but not limited to:

- a. charges for optional services, if any;
- b. applicable taxes;
- c. loss, or damage or repair of the equipment, loss of use, diminution of Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- d. a 20% equivalent to 500 Pesos charge per unit for late return of the Equipment;
- e. unless due to the fault of the **OWNER**, all fines, penalties, court costs and other expenses relating to the equipment assessed against **OWNER** or the Equipment during the rental term;
- f. all expenses **OWNER** incurs due to **RENTER'S** failure to return the Equipment including costs in locating and recovering the Equipment and;
- g. all costs incurred to collect unpaid monies due

The rental and other charges are due without the need of demand and considered overdue if not paid on or before the due date indicated in the invoice. **RENTER** pays an interest rate of **ONE HALF OF ONE PERCENT (1/2 of 1%) per month of all overdue accounts.**

RENTER shoulders all taxes including Value-Added Tax which may be levied in relation to the matters set out herein and **RENTER** indemnifies **OWNER** against such taxes.

3. **RENTAL TERM.** This **AGREEMENT** is either on a **PERIODIC** or **TERM BASIS. (Please mark one.)**

() **PERIODIC.** This Agreement is valid for an initial period of **BASE ON RENTAL QUOTATION ANNEX "B"**. Thereafter, the same is renewed on a monthly basis unless both parties fail to agree on the term for such renewal.

() **TERM.** The term of this Agreement is as follows: Base on approved Rental Quotation. See **ANNEX "B"**

There is no presumption of renewal of which must be mutually agreed upon in writing by both parties.

OWNER reserves the right to establish a Minimum Rental Period for the lease of the Equipment and/or related tools and accessories.

4. **ADVANCE RENT. RENTER** pays advance rent comprising of **ONE (1) MONTH ADVANCE** for the less than 6 Month **RENTER**, & **TWO (2) MONTH ADVANCE** for more than 6 Month **RENTER** to be applied to the first given months of the term of this Agreement.

The advance rent should be paid thru Manager's check or cash **THREE (3) DAYS** prior to the delivery of the equipment.

5. **SECURITY DEPOSIT.** A non-interest bearing security deposit equivalent to **One (1) MONTHS RENT** shall be required from **RENTER** as security for any damages caused by **RENTER** or **RENTER'S AGENTS/REPRESENTATIVES** to the equipment during the lease term. **OWNER** may use part of all of the security deposit to repair any damage to Equipment caused by **RENTER** or **RENTER'S AGENTS/REPRESENTATIVE**. However, **OWNER** is not limited to the security deposit amount and **RENTER** remains liable for any balance. **RENTER** shall not apply or deduct portion of any security deposit from the last or any month's rent. **RENTER** shall not use or apply any such security deposit at any time in lieu of payment of rent. If **RENTER** breaches any term or conditions of this Agreement, **OWNER** shall forfeit any deposit.

The security deposit shall be paid simultaneously with the signing of this Agreement and shall be refunded to **RENTER** within **THIRTY (30) DAYS** after **RENTER'S** performance of all obligations in this Agreement.

6. **DELIVERY.** **OWNER** delivers the Equipment to **RENTER's** designated place or premise. **RENTER** should not remove the Equipment from the agreed location as the place of use of the Equipment without prior written approval of **OWNER**. **RENTER** informs **OWNER** upon demand of the exact location of the Equipment while it is in **RENTER's** possession.
7. **USE.** Equipment can only be used in a careful and proper manner and should not be used in any way that is inconsistent with **OWNER's** instructions or manuals.

Restrictions on Use: **RENTER** shall not

- a. **Permit the Equipment to be used by any person who is not authorized to use such Equipment;**
 - b. **Operate or use the Equipment or permit it to be operated or used in violation of law;**
 - c. **Operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or**
 - d. **Operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment**
8. **CONDITION OF EQUIPMENT.** The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. **RENTER** acknowledges that **RENTER** has examined the Equipment and that is in good condition except otherwise specified in the Checklist. **OWNER** MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALINGS, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
 9. **ADDITION/DELETION.** **RENTER** may time to time requests **OWNER** for any addition/deletion to the Equipment after signing of this Agreement. All additions/deletions shall be set out in a separate sheet attached which form as an integral part of this Agreement. Deletion may be subject to termination charges based on the terms and conditions set forth in this Agreement.
 10. **MAINTENANCE OF THE EQUIPMENT.** **RENTER** at its sole expense keeps and maintains the Equipment clean and in good working order and repair during the Rental period. **RENTER** furnishes any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

OWNER on the other hand is available 24/7 and 8 x 5 NBD (Next Business Day) in case technical support is needed by **RENTER**. The extent of maintenance to be performed by **OWNER** is only for the Equipment subject of this Agreement. No repair should be done to the Equipment without the written consent and approval of **OWNER**.

RENTER allows **OWNER** to enter **RENTER's** premises where the rented equipment is stored or use at all reasonable times to locate and inspect the state and condition of the rented equipment,

11. **DAMAGE AND LOSS.** **RENTER** alerts/informs **OWNER** for any loss or damage to the Equipment. The **RENTER** assumes and bears the entire risks of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of the **RENTER** under this Agreement which shall continue in full force and effect through the term of the Rental.

In the event of loss or damage of any kind whatever to the Equipment, **RENTER** at the **OWNER'S** option:

- a. **places the same in good repair, condition and working order or;**
 - b. **replaces the same with like equipment in good repair, condition and working order or;**
 - c. **pays the OWNER the replacement cost of the Equipment**
12. **POSSESSION & RETURN OF EQUIPMENT.** The **RENTER** is entitled to the possession of the Equipment on the first day of the Rental Term. Upon the expiration or earlier termination of this Agreement, **RENTER** returns the Equipment to **OWNER** in good repair, condition and working order, ordinary wear-and-tear resulting from proper use thereof alone excepted by delivering the Equipment at **RENTER's** cost and expense to such place as **OWNER** shall specify.

Regardless whether the Agreement is Periodic or Term, any delay in the return of the Equipment is charged with an amount equivalent to **ONE (1) MONTH RENTAL** every month of delay or a fraction thereof,

Should the Equipment is not returned on said date, the **OWNER** reserves the right to take any action necessary to regain possession of the Equipment.

13. **TERMINATION.** This Agreement shall terminate on the date specified in Section 3. **OWNER** reserved the right to terminate this Agreement earlier upon notice to the **RENTER**.
14. **OWNERSHIP.** The Equipment is and shall at all times be and remain, the sole and exclusive property of the **OWNER**. The **RENTER** have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

15. **INDEMNITY.** **RENTER** indemnifies **OWNER** against, and hold **OWNER** harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from **RENTER's** use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.
16. **DEFAULT.** If **RENTER** fails to pay any rent or other amount herein provided on agreed due date, or if **RENTER** fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by **RENTER**, **OWNER** shall have the right to exercise any one or more of the following remedies:
- to declare the entire amount or rent hereunder immediately due and payable without notice or demand to **RENTER**
 - to sue for and recover all rents, and other payments, then accrued or thereafter accruing
 - to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. **RENTER** hereby waives any and all damages occasioned by such taking of possession
 - to terminate this Agreement
 - to pursue any other remedy at law or in equity

Notwithstanding any repossession or any other action which **OWNER** may, **RENTER** is and remains liable for the full performance of all obligations on the part of the **RENTER** to be performed under this Agreement. All of **OWNER's** remedies are cumulative, and may be exercised concurrently or separately.

17. **ENCUMBRANCES, TAXES AND OTHER LAWS.** **RENTER** frees and clears the Equipment from any liens and encumbrances and should not permit any act where **OWNER's** title or rights may be negatively affected. **RENTER** is responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, **RENTER** promptly pays all taxes, fees, licenses and governmental charges, together with all penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.
18. **SEVERABILITY.** If any part or parts of this Agreement is held unenforceable for any reason, the remainder if this Agreement continues to be in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such is deemed to be construed as so limited.
19. **ASSIGNMENT.** Neither this Agreement nor **RENTER's** rights hereunder are assignable except with **OWNER's** prior, written consent.
20. **BINDING EFFECT,** The covenants and conditions contained in the Agreement applied and binds the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties,
21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modifies in writing and must be signed by both **OWNER** and **RENTER**.
22. **WAIVER.** The failure of either party to enforce any provisions of this Agreement is not deemed a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by **OWNER** does nor waive **OWNER's** right to enforce any provision of this Agreement.
23. **NOTICES.** Any notice required or otherwise given pursuant to this Agreement should be in writing and mailed certified return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.
24. **GOVERNING LAWS AND JURISDICTION.** This Agreement is governed by, and construed in accordance with the laws of the Philippines. Any dispute arising out of in connection with this Agreement and/or the business, including any question regarding its existence, validity or termination, shall be under the jurisdiction of the appropriate courts in **Mandaluyong City**, Philippines only to the exclusion of all other venues.
25. **ADDITIONAL TERMS AND CONDITIONS.**
- This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
 - This Agreement extends to and is binding upon and inure to the benefits of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
 - Neither party is liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, natural disasters such as earthquakes, typhoon, floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.
 - Except when otherwise provided, this Agreement may be modified, changed, altered, supplemented or amended by mutual consent of the parties thru written instrument duly signed.



Company Address: 126 Pioneer St., Mandaluyong City / Tel: +63 2 356 9033

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

I have read, understood, and accept the SNAGP Terms of Trade and I warrant that I am authorized to do so on behalf of my company

COMPANY NAME
SNAGP CORPORATION
Company
Signed in the presence of:

Signed in the presence of:

COMPANY NAME
Company
Signed in the presence of:

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, this _____ at _____ personally appeared the following:

Table with 3 columns: Name (SNAGP/ Customer), Competent ID, Date/Place of Issue

and presented the following integrally complete instrument and known to me to be the same persona who executed the foregoing instrument, and represented to me that they voluntarily affixed their signature on the same for the purpose stated herein, and declared that the same are their voluntary acts and deeds.

This instrument consisting of ____ () pages, including this page where this acknowledgment is written, was signed by the parties and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____.

Doc. No.: __:
Page No.: __:
Book No.: __:
Series of 2018.

Notary Public