

RENTAL AGREEMENT

AGREEMENT OF RENTAL made on the ____ day of _____ by and between **BanaLogic Corporation**, with principal office at **2563 Eric Lane Unit J & K, Burlington NC**, herein after called "BanaLogic" and herein after called, "The Customer". _____

Rental Agreement Number: _____

CUSTOMER DETAILS

Name of Business:	
Business Address:	Contact Name:
City:	Contact Title:
State:	Email:
Zip:	Phone:

EQUIPMENT DETAILS

Items of Equipment	Unique ID #	Serial Number #
Oskar Inspection Device		

RENTAL RATE DETAILS

To execute this agreement the Customer agrees to pay BanaLogic the following fees:

- \$99.00 Activation required with submittal of this form.
- \$49.95 shipping fee.

TERMS AND CONDITIONS

- Rental.** BanaLogic hereby rents to the Customer under the Terms and Conditions of this Agreement including Other Terms Conditions printed below and on the subsequent pages, the equipment described and identified under the heading Equipment Details.
- Delivery.** BanaLogic shall deliver the equipment to the Customer in good condition and working order.
- Payments.** Customer agrees to pay BanaLogic monthly Credit Card based upon device usage, transactional fees in the following schedule shall apply and be charged to the customer:

*Test 0 – 10 ➤ \$6 per Inspection
 Test 11-> 30 ➤ \$ 5.50 per inspection
 Test 31-50 ➤ \$2.50 per inspection
 Test 51-80 ➤ \$1.25 per inspection
 Tests after 80 are free
 A minimum of 3 inspections per month is charged.

The Customer understands that these are BanaLogic's fees and that DEQ does not require or set these fees, and no proceeds from the payments made by Customer shall go to DEQ. A detailed billing report will be emailed to the customer five (5) business days prior to payment due date in which the Customer's account will be debited for the amount specified in the detailed billing report. The Customer agrees to pay BanaLogic the Activation and shipping fee as outlined in "Rental Rate Details" due upon execution of this Agreement. Subsequent payments shall commence 35 days from the Delivery Date as indicated in this Agreement.

- TERMINATION.** Customer may terminate the Agreement with 30 days' notice, provided there are no outstanding payments due to BanaLogic and the last month rental payment has been made. BanaLogic may terminate the Agreement with 30 days' notice.

5. **FURTHER ASSURANCES.** The Customer understands and agrees that the Equipment is owned by BanaLogic and that BanaLogic can exercise all rights to secure payment of all amounts due under this Agreement.
6. **TITLE, PERSONAL PROPERTY.** At all times during the Term, the Equipment is and will remain the property of BanaLogic. The Customer shall have no right, title or interest in the Equipment, except the right to maintain, possess and use the Equipment as provided in this Agreement subject to all the terms and conditions herein. The Customer agrees to keep the Equipment free and clear of all liens and will indemnify BanaLogic for all costs and expenses arising from any liens, relocation or recovery of the Equipment.
7. **CHOICE OF LAW.** Customer understands and agrees that this Agreement was entered into and formed with BanaLogic's North Carolina office and as such will be interpreted according to the laws of the state of North Carolina.
8. **MAINTENANCE AND REPAIR.** The Customer agrees to keep the Equipment in good condition and working order at your cost and expense. Customer agrees to use the Equipment only in the manner for which it was designed and intended, and solely for its own business purposes. The Customer agrees to be responsible for any damages or repairs due to your failure to properly maintain, repair, operate and protect the Equipment.
9. **INDEMNITY.** You agree to defend and hold BanaLogic harmless against all damages, claims and expenses (including attorney's fees) incurred by BanaLogic or its agents or employees relating to (i) your use, operation, possession or other acts or omissions relating to the Equipment, or (ii) your negligence or willful misconduct for any matters relating to this Agreement.
10. **LOSS OR DAMAGE.** The Customer assumes all risk of loss (including losses if the Equipment is lost, stolen, seized or confiscated), destruction or damage to the Equipment from any cause whatsoever, whether or not insured. The Customer's payment obligations will continue under this Agreement regardless of any such loss or damage. Customer agrees to notify BanaLogic promptly in writing of any damage to, or loss or destruction of, the Equipment or any of its components. The Customer agrees to, at BanaLogic's option, (a) replace the Equipment with like equipment of at least equal value and acceptable to BanaLogic or (b) pay BanaLogic the amount necessary to cover the replacement cost.
11. **INSURANCE.** Customer agrees to keep the Equipment insured in an amount equal to the greater of (i) the full replacement value of the Equipment, or (ii) the aggregate amount of all payments due under this Agreement. The Customer agrees to provide us with certificates or evidence of insurance upon request.
12. **DEFAULT.** The Customer will be in default under this Agreement when: (a) fails to pay any monthly payment or any other payment due to BanaLogic under this Agreement within 10 days after its due date; (b) violates or fail to observe, keep or perform any other term, covenant or condition of this Agreement, or any other agreement with BanaLogic and such failure continues for 10 days following written notice from BanaLogic.
13. **REMEDIES.** Upon any Default, BanaLogic or its agents may exercise one or more of the following remedies: (a) with or without terminating this Agreement demand the immediately return the Equipment and all unpaid rent. (b) enter the premises where the Equipment is located and take possession of it by summary proceedings. (c) exercise or pursue any other remedy at law or in equity including specific performance, damages, and recovery of reasonable attorneys' fees and court costs.
14. **ASSIGNMENT.** Customer agrees not to assign, transfer, sublet, loan, pledge, or encumber this agreement or the equipment to anyone without BanaLogic's prior written consent. BanaLogic may assign, pledge, sell or transfer this Agreement and our rights or interest therein to any person or as security, without your consent.

OTHER TERMS AND CONDITIONS

1. **Authorization.** The Customer must be authorized by the State of Oregon's Department of Environmental Quality (DEQ) to perform vehicle emissions inspections under the DEQ Too™ program. Customer shall comply with the DEQ Too terms and conditions for using the Shared-Type equipment provided by BanaLogic. Failure to comply shall result in the immediate termination of this agreement.
2. **Host.** If Customer is a Host as defined in the DEQ Too terms and condition, Customer must implement a process satisfactory to BanaLogic and DEQ that ensures vehicle owner has voluntarily agreed that the equipment will send OBD data to DEQ on their behalf.
3. **Training.** BanaLogic will include a User Guide in the equipment package that will include the training content required by DEQ.

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4. **Non-Exclusive.** BanaLogic and the Customer acknowledge that we do not have an exclusive arrangement with DEQ to provide this service and that DEQ does not endorse any telematics device provider over another.

BanaLogic and the Customer hereby agree to the full performance of the covenants herein contained. IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above.

Print Name: _____ By: _____
BanaLogic Corporation

Print Name: _____ By: _____
Rental Customer Name:

Date:

Rental Customer Name:

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

Rental Agreement Number: _____

The undersigned authorizes BanaLogic Corporation to initiate debit entries to the undersigned's Credit Card indicated below for payment of sums due in connection with the Rental Agreement referenced above. The undersigned further authorizes the Bank named below to charge the indicated account. This document must be executed by an authorized signer on the Customer's account. This information is private and only required to be provided to BanaLogic.

Customer Credit Card Payment Information

Name on Card:	Card Type: VISA AMEX MC Discovery
Card Number:	Expiry: CSC:

In the event funds are not available in the bank account noted above on the day payment is due, it is the Customer's responsibility to remit a check to BanaLogic Corporation immediately, in order to avoid the assessment of a late payment charge.

Date _____

Authorized Signer _____

Print Name _____