

Evergrow Christmas Trees Co. - Rental Agreement 2009-2010

This rental agreement is entered into as of the date of the transaction by and between EVERGROW Christmas Trees Co. (the Lessor) and the client (the Lessee). The agreement shall include and be subject to the following terms and conditions.

Specifications of the tree being leased, pricing and dates detailed on the order form shall be part of this agreement.

In the event that the actual size of items delivered under this agreement differs from the order form, the lease charge shall be altered by the Lessor.

Delivery and Return - The Lessee shall be deemed to have taken delivery of the tree from the time the tree is set aside from the Lessors inventory for the Lessees use. The Lessee shall be deemed to have returned the tree only at such time as the Lessor shall have picked up the tree. The Lessee shall only use the tree in accordance with the Lessors recommended use and shall neither abuse or misuse the tree nor use or store the tree in any manner or at any location which will subject it to abnormal or hazardous conditions or risk. The Lessee shall take all necessary precautions during the use of the tree to protect the tree from damage. The Lessee agrees to water the tree as necessary to maintain optimal health; to maintain the tree in an optimal environment; and to decorate the tree with care.

The Lessee is responsible for the care of the tree during the term of the agreement. The Lessee shall inspect the tree immediately on delivery and notify the Lessor at that time if the Lessee determines that the tree is damaged at that time. From delivery of the tree to the Lessee until its return to the Lessor, the Lessee shall bear any and all risk of loss and/or damage to the tree, unless such damage is caused by the Lessor's agent. If the tree is damaged, the Lessee shall be liable to pay the \$50.00 security deposit, which is as follows. Such damage includes, but is not limited to, loss of the tree due to one or more of the following reasons:

- under or over watering
- accidental or malicious damage to the tree, its roots or its container
- pruning
- exposure to excessive heat, including damage from lights
- exposure to a heating duct or direct exposure to a heater
- use of flock or spray on the tree
- fire or theft

Indemnification - The Lessee agrees to defend, indemnify and hold the Lessor harmless against any claim, liability, loss, costs, damages, expenses or demands arising directly or indirectly out of or in connection with the use of the tree rented from the Lessor by the Lessee, its agents, servants, contractors, representatives, guests, invitees or customers. The Lessor is not responsible for any damage to the Lessees property or person resulting from the Lessees use of the tree.

Payment - The Lessor accepts cash or cheque. The lessee will be given a receipt indicating the price paid for the tree.

The Lessor is not responsible for pricing, typographical, or other errors in any offer by the Lessor and reserves the right to cancel any orders resulting from such errors.

Security deposit - The Lessor will require the Lessee to maintain a security deposit in the amount of \$50.00. Security deposits will be released only after inspection of the tree for damage or loss.

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Title and Ownership - This agreement constitutes a lease not a sale of a tree. No part of the rental payments made under this agreement shall be deemed payment towards the purchase of the tree. The Lessee specifically acknowledges the Lessors superior title and ownership of the tree and must keep the tree free of all liens, levies and encumbrances.

Surrender upon expiration under this agreement, the Lessee shall return the tree to the Lessors in the same condition as at the delivery to the Lessee, ordinary growth accepted.

Photos - The Lessee may submit photos of the tree to the Lessor. Once submitted, all photos become the property of the Lessor and may be displayed or used by the Lessor for any purpose. The Lessor will not be able to return any photos once submitted.

Misc Provisions

If any provision in this agreement is held invalid, illegal or unenforceable, the remaining provisions will in no way be affected or impaired.

If the Lessee fails to return the tree by the return date specified the Lessee is liable for the payment of the security deposit.

This agreement shall be binding upon the parties, their successors and assigns.