

Terms of Engagement Agreement

1. Preamble

This Agreement, henceforth referred to as the "Terms of Engagement Agreement" or "Agreement", is made and entered into by and between Scholar Snooze, hereinafter referred to as the "Company", and the undersigned party, hereinafter referred to as the "Renter". This Agreement stipulates the conditions precedent and subsequent under which the Renter shall engage in the rental of a bed, henceforth referred to as the "Product", from the Company.

2. Remuneration and Fiscal Obligations

2.1. **Schedule of Remuneration:** The Renter hereby covenants to remit payment to the Company for the rental of the Product either on an annual basis at the inception of each academic year or on a monthly basis, as per the preference of the Renter and as agreed upon herein.

2.2. **Accrual of Interest on Delinquent Accounts:** In the event of the Renter's failure to remit timely payment as stipulated herein, an interest charge amounting to thirty percent (30%) per annum shall be levied on the outstanding balance. Such interest shall accrue on a weekly basis and shall continue to accrue until such time as the full outstanding balance, inclusive of the accrued interest, is remitted to the Company in full.

3. Default and Remedial Actions

3.1. **Inquiry Post Nonpayment:** In the unfortunate event of a default in payment, the Company reserves the irrevocable right to make inquiries at the Renter's domicile or place of abode regarding the said default.

3.2. **Determination of Unreachability:** Should the Renter be deemed unreachable, either telephonically or electronically, and should the domiciliary inquiry prove unfruitful, the Company shall have the unencumbered right to initiate legal proceedings. The determination of "unreachability" shall be at the sole discretion and judgment of the Company.

4. Damages and Liabilities

4.1. **Renter's Liability for Damages:** The Renter acknowledges and accepts full liability for any damage sustained by the Product that transcends the scope of the Company's standard cleaning regimen. The ascertainment of such damage shall be at the sole discretion of the Company.

4.2. **Financial Repercussions of Damage:** Subsequent to the occurrence of damage, a monetary charge deemed acceptable by both the Company and the Renter shall be deliberated upon and levied. Such charge shall be commensurate with the extent of the damage incurred.

4.3. **Loss or Non-Recovery of Product:** In the lamentable event of the Product being irrecoverable, the Renter hereby authorizes the Company to levy a charge equivalent to the full value of the Product upon the Renter's credit card.

5. Acceptance of Terms

By clicking the "I Agree to these Terms of Engagement" button, the Renter affirms their understanding, acceptance, and unqualified agreement to adhere to all the terms and conditions delineated in this Agreement.

6. Jurisdiction and Governing Law

This Agreement shall be construed, interpreted, and governed in accordance with the laws of the jurisdiction of Ontario, Canada.

7. Miscellaneous Provisions

7.1. **Amendments:** Any and all amendments, modifications, or alterations to this Agreement shall be valid only if executed in writing and assented to by both the Company and the Renter.

7.2. **Severability:** Should any provision of this Agreement be adjudged unenforceable or invalid under any applicable law or court order, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and such provisions shall be modified or deleted to the minimum extent necessary to make this Agreement valid, enforceable, and legal.