



BAILMENT AGREEMENT

This Bailment Agreement (“Agreement”) entered into as of the _____ day of _____, 20____.

BETWEEN:

(“Bailor”)

and

The Manitoba Housing and Renewal Corporation (“Manitoba Housing”)

(“Bailee”)

WHEREAS:

Bailor hereby provides in bail to the Bailee the property described below, hereinafter called the “Bailed Property.”

1. The Bailed Property consists of:
2. Bailee may use the Bailed Property for the following purposes:
3. The Bailed Property will be shipped F.O.B. _____ plant to _____ Department _____ Attention: _____ and returned to Bailor F.O.B. _____ plant on or before _____.
4. Title to the Bailed Property shall remain with Bailor. Bailee shall not sell, barter, mortgage, encumber, or otherwise subject the Bailed Property to any legal process or dispose of the Bailed Property without Bailor’s consent.
5. Title to any Bailed Property installed or situated at, upon, under or within the Bailee lands, buildings or improvements, which in the reasonable determination of the Bailee will damage Bailee’s lands, buildings or improvements upon removal of the Bailed Property shall irrevocably pass for all purposes to the Bailee as the Bailee’s own property and any claim thereto by the Bailor shall be extinguished.
6. Bailed Properties which are easy to remove and will not cause damage to Bailee’s property shall be returned to the Bailor at the sole expense of the Bailor. At the end of the bailment period the Bailed Property shall be returned as may be most reasonably possible in its original condition ordinary wear and tear excepted. Unless otherwise provided herein, the Bailee may modify the Bailed Property, provided it is restored substantially to its original condition, prior to its return to the Bailor. The

BAILMENT AGREEMENT

- Bailee shall, to the extent reasonably required, be responsible for normal maintenance of the Bailed Property, exclusive of replacement parts.
7. The Bailee shall have the option to train an authorized individual who will install the Bailed Property. Should the Bailor choose to install the Bailed Property, the Bailor shall assume all liability incurred out of installing the Bailed Property.
 8. The Parties agree that the Bailee shall not be liable to the Bailor for any damages to the Bailed Property arising out of the Bailee's possession, operation or return of the Bailed Property in accordance with the terms of this Agreement, unless such damages are caused by the Bailee's negligent, reckless or intentional actions.
 9. Notwithstanding the foregoing, neither party shall be liable for incidental or consequential damages of any kind; neither shall the Bailee be liable to the Bailor or to any third party for any damages arising out of the Bailor's handling of the Bailed Property, or for damages resulting from inherent defects in the Bailed Property.
 10. The Parties agree that the Bailee has no obligation in any way to purchase any goods from the Bailor or enter into a contract with the Bailor respecting the use, maintenance, servicing or supply or servicing of the Bailed Property or otherwise. The Parties further agree that all right and title to such intellectual properties including but not limited to copyright, trademark, patent protection, licensing and usage rights required to properly and effectively use the Bailed Property for its intended or usual purposes shall by virtue of the use afforded to the Bailee in the Bailed Property hereunder, which intellectual properties are owned or within the control of the Bailor, shall be deemed to be extended to the Bailee and its use of the Bailed Property for the period of bailment hereunder.
 11. If it is determined that the Bailor's product meets the Bailee's requirement, the Bailee may incorporate the Bailed Property as part of the specification and drawing notes for such tender or other purpose as the Bailee in its sole discretion may see fit. However, Bailee shall have no obligation or requirement to the Bailor or any other person for the use of the Bailor's Bailed Property.
 12. The Bailee may provide results of any experiment and testing of the Bailed Property while in the possession or control of the Bailee to the Bailor after the completion of such experiment and testing and upon the request of the Bailor.
 13. Both parties agree that the duration period to keep the Bailed Product shall be determined on a per product basis.
 14. Neither party, without the other party's prior written approval, shall release any publicity, advertisement, news release or denial or confirmation of same, in whatever form, regarding any aspect of this Agreement, the Bailed Property, any experiment and testing or the program to which it pertains.
 15. The Bailor shall be liable for all taxes assessed against the Bailed Property while in the possession of Bailee.
 16. This Agreement shall not be construed as an agreement between the parties to have any future business dealings.

BAILMENT AGREEMENT

17. This Agreement shall be governed by the laws of the Province of Manitoba and the laws of Canada applicable therein. If any provision is or becomes invalid or unenforceable under any law of any applicable and competent jurisdiction, it is the intent of the parties that such provisions will be deemed severed and omitted, the remaining portions to remain in full force and effect as written. Any provision which becomes unenforceable by reason of any bankruptcy proceedings shall again be valid and enforceable upon the termination of such proceedings.

This agreement is signed on the day and year written above.

Signed in the presence of:

Bailor:

Bailee:

The Manitoba Housing and Renewal Corporation ("Manitoba Housing")

(Signature)

(Signature)

Name and Title of Person Signing

Name and Title of Person Signing

Date:

Date: