

Obi Rental Agreement – 12 Months

1. Parties to the Agreement

- a. Desin, LLC and _____ (“Renter”) agree to enter into this rental agreement (the “Agreement”) in which the Renter agrees to rent an Obi (robotic feeding device) from Desin, LLC.

2. Duration

- a. The rental of Obi will be for a period of 12 months, starting on _____ and concluding on _____.
- b. Upon the expiration of the 12-month period, the Renter must immediately return Obi to Desin, LLC. However, Renter may continue to rent the Obi unit on a month to month basis for the monthly rental amount specified in paragraph 3 below.

3. Rental Amount

- a. The rental amount shall be \$230 per month for the first 12 months. If the renter decides to keep the device for longer than 12 months, the rental rate shall drop to \$200 per month after the 12th month.
- b. This rental amount does not include sales, use, excise or similar taxes, whether tariffs, duties, or special assessments. The amount of such taxes, tariffs, duties and special assessments, if any, shall be paid by Renter in addition to the rental amount above.

4. Payment

- a. Monthly payments will be in the form of a monthly recurring transaction, paid on the same day of the month of the originating transaction.
- b. The Renter shall provide a valid credit card which will be charged the monthly rental amount for the duration specified in Paragraph 2 and any other charges incident to this Agreement. The renter shall provide a valid credit card if they choose to rent Obi beyond the period specified in Paragraph 2. Alternatively, the Renter may provide a bank account and permit the monthly withdrawal of the rental amount for the duration specified in Paragraph 2 and any other charges incident to this Agreement.

5. Default

- a. In the event Renter fails to pay any amount due under this Agreement within one week after it is due, a late payment charge of \$25 will be charged for each missed payment.
- b. If Renter is ever 2 or more months in default, Renter must immediately return Obi to Desin, LLC at Renter’s cost, and Renter must immediately pay all outstanding payments for the duration specified in Paragraph 2.
- c. If, for any reason, the Renter fails to return Obi as required under this Agreement, the security deposit will be forfeited, and the full purchase price of Obi (\$5,950) minus the security deposit and minus one-half of all rental payments paid under this Agreement will immediately become due and payable and charged to the Renter.

6. Security Deposit.

- a. The Renter will provide a security deposit of \$1,200 upon execution of this Agreement
- b. The security deposit may be used to repair any damages to Obi other than normal wear and tear.
- c. When the Renter returns Obi, the security deposit minus any outstanding amounts due under this Agreement and any costs for damages, will be returned to the Renter.
- d. If the Renter returns Obi prior to the completion of the 12-month term of this agreement, the Renter will forfeit the entire amount of the security deposit.

7. Acknowledgement

- a. Renter acknowledges that Obi has been received in an undamaged working condition.

1 Initials _____

- b. Renter acknowledges that Obi is a delicate electronic robotic device and will treat it with due care and concern.
- c. Renter acknowledges that they have received a User's Manual and that Renter has read and understood its contents.
- d. Renter acknowledges that Desin, LLC encourages Renter to purchase insurance to cover the loss of or damage to Obi.
- e. Renter acknowledges that Renter may receive an Obi that has been refurbished but is in new working condition.
- f. Renter acknowledges that the current value of Obi is \$5,950.

8. Trademarks

- a. Renter acknowledges that Desin, LLC retains ownership of the Obi and all applicable intellectual property related to it. This Agreement does not entitle Renter to use, register, or otherwise identify Renter or its business with the name, trademark, service mark or other identity of Desin, LLC or the name Obi or its likeness without express written permission from Desin, LLC. All such marks and goodwill associated with such marks remain the sole and exclusive property of Desin, LLC.

9. Serviceability.

- a. Renter will use, maintain, and care for Obi consistent with the instructions in the User's Manual.
- b. If, for any reason, Obi is not working properly or has stopped working, the Renter will immediately contact Desin, LLC to report the problem and attempt to resolve the problem.
- c. If the problem cannot be resolved and is as a result of a manufacturing defect, Renter will return the defective unit to Desin, LLC at its own cost and Desin, LLC will ship a replacement Obi to the Renter at its own cost.
- d. At the conclusion of the duration identified in paragraph 2, the Renter will return Obi to Desin, LLC at Renter's own cost and in good working condition.

10. Damages to Obi

- a. If Obi is damaged, has stopped working, or is not working properly, other than through normal wear and tear or a manufacturing defect, Renter will be responsible for the cost of repair, including parts and labor.
- b. Cause of damage and the costs of related repairs will be determined solely by Desin, LLC.

11. Notices

- a. All notice will be in writing and will be provided to the parties which are signatories to the agreement.
- b. Notices may be delivered by: Certified mail; Courier; Acknowledged email

12. Use of Equipment

- a. Renter agrees to use Obi for its intended purpose as specified in the User's Manual.

13. Entire Agreement

- a. This is the entire agreement between the parties. It replaces and supersedes any and all other related agreements between the parties.

14. Severability:

- a. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of Desin, LLC, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of this Agreement, which shall otherwise remain in full force and effect.

15. Disputes/Arbitration

- a. This Agreement and any dispute regarding it shall be construed under the laws of the State of Michigan.

- b. Exclusive jurisdiction and venue for any action arising between the parties with respect to this Agreement shall lie in the Courts of Oakland County, Michigan or in federal courts situated in the Eastern District of Michigan (Southern Division) if federal court jurisdiction is invoked.
- c. In the event that a dispute that in any way arises under or relates to this Agreement, both parties agree to use their best efforts to resolve the dispute in an amicable way without the need for formal proceeding(s) filed with any court or administrative agency. In the event that the parties cannot amicably resolve their dispute, they agree to use binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association in the State of Michigan, County of Oakland pursuant to all applicable State of Michigan Statutes, as the final non-appealable adjudication of the dispute (including the arbitrability of the dispute) and agree that a final Judgment may be entered based on that adjudication. The parties agree that the arbitration required under this paragraph shall be governed by the terms outlined in the "Dispute Resolution" section of the Terms and Conditions for a purchase of an Obi found on Desin, LLC's website, www.meetobi.com

16. Fees and Costs

- a. Renter shall pay all reasonable attorney fees and any other fees and costs incurred by Desin, LLC as a result of Renter's breach of this Agreement. Specifically, but without limitation, Renter agrees to pay Desin, LLC for any and all costs and fees (including reasonable attorney fees) incurred by Desin, LLC to protect its rights under this Agreement and to collect any outstanding amounts due by the Renter under this Agreement.

17. Limitation on Liability

- a. RENTER AGREES THAT DESIN, LLC'S LIABILITY UNDER THIS AGREEMENT, IF ANY, IS LIMITED TO A REFUND THE AMOUNT PAID BY RENTER TO DESIN, LLC UNDER THIS AGREEMENT.
- b. DESIN, LLC WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PAIN AND SUFFERING, OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER. "CONSEQUENTIAL DAMAGES" FOR PURPOSES HEREOF SHALL INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE, INCOME, OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS).

Desin Rep: _____
Date: _____

Renter Signature _____
Date: _____

Desin, LLC
329 Wilshire Drive
Bloomfield Hills, Michigan
Email: info@meetobi.com
Phone: 844-435-7624

Print Name: _____
Street: _____
City, State, Zip: _____
Email: _____
Phone: _____

Social Security No: _____ (last 4 digits)
Credit Card Type: Visa Master Charge American Exp.
Credit Card Number: _____
Security Code: _____
Expiration Date: _____
Billing Address Zip Code _____
Bank Account Number: _____