

RENTABOT LEASE AGREEMENT

This Equipment Lease Agreement (the “Lease”) is made and effective as of _____, 20__ (the “Effective Date”) by and between Rentabot, Inc., a North Carolina corporation (the “Lessor”) and _____, with a delivery address of _____ (the “Lessee”). The Lessor and the Lessee may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Lessor is the owner of certain technology and equipment know as a “Rentabot” and commonly used to assist and communicate with individuals in their homes, offices, or other preferred location (the “Equipment”).

WHEREAS, the Lessee wishes to lease the Equipment from the Lessor in accordance with the terms and conditions of the Lease; and

WHEREAS, the Lessor wants to lease the Equipment to the Lessee in accordance with the terms and conditions of the Lease; and

WHEREAS, each Party is duly authorized and competent to enter into this Lease. In the event the primary user of the Equipment lacks capacity to enter into this agreement, his or her legal guardian shall enter into this Lease on their behalf and shall be bound by its terms accordingly;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. LEASE OF EQUIPMENT.

Effective as of the Effective Date, the Lessor agrees to lease and deliver to the Lessee, and the Lessee agrees to lease and accept delivery from the Lessor, all of its right and interest in and to the Equipment. Thereafter such equipment shall be subject to the terms of this Lease and considered “Equipment” for all purposes hereunder.

2. TERM.

The rental term (the “Term”) shall be for a period of _____ commencing on the date the Lessor delivers the Equipment to the Lessee. At the end of the Term, Lessee shall, at its election, sign a new Lease with the Lessor, surrender the Equipment to the Lessor, or purchase the Equipment as provided in Section 17 hereto.

3. RENTAL PAYMENTS AND DELIVERY FEE.

As consideration for the Lease, the Lessee agrees to pay in advance to the Lessor the amount of \$ _____ per _____, payable in advance, with the first payment being due at the time of signing this Lease. Each subsequent payment shall be due on _____. In addition, a delivery fee of \$ _____ shall be paid by Lessee at the time of signing this Lease Agreement.

4. DAMAGE TO EQUIPMENT.

Lessee understands and acknowledges that the actual cost of the Equipment is substantial and damage to the Equipment would cause the Lessor significant loss. Lessee shall return the Equipment to the Lessor in the same condition in which it was received at delivery, ordinary wear and tear excepted. Lessee shall be responsible for all damage to the Equipment in excess of ordinary wear and tear. Lessee shall AUTHORIZE a security deposit HOLD to the Lessor in the amount of \$1,000.00, which shall be release at the end of the Term in the event the Equipment is returned in good condition. The funds shall remain authorized until the end of the Term. Any damage in excess of the held funds shall be billed to the Lessee and shall be due within ten days.

5. OWNERSHIP.

Except for Lessee's rights of use under this Lease, the Equipment is and shall at all times be and remain the exclusive personal property of the Lessor, even if installed in or attached to real property by the Lessee, The Lessee shall have no right, title, or interest in or to the Equipment except as expressly set forth in this Lease.

6. CARE, USE, AND MAINTENANCE OF EQUIPMENT.

- (a) The Lessee shall keep the Equipment in good condition.
- (b) The Lessee agrees that the Equipment will be operated by the Lessee only and used solely for its intended purpose.
- (c) The Lessee shall use the Equipment carefully and properly, and in compliance with all federal, state, and local laws.
- (d) Lessee shall not make any alterations or additions to the Equipment.
- (e) The Lessee shall notify the Lessor promptly of any loss, theft, or destruction of all or any part of the Equipment, or of any damage beyond repair to the Equipment, and shall make the Equipment or any wreckage available for disposal.

- (f) The Lessee shall not assign, sublease, or transfer the Equipment.

7. LESSOR'S REPRESENTATIONS AND WARRANTIES.

The Lessor hereby represents and warrants to the Lessee as follows:

- (a) THE LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE DESIGN OR CONDITION OF THE EQUIPMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) During the Term and subject to the terms and provisions hereof, the Lessor shall not interrupt the Lessee's possession and use of the Equipment if the Lessee performs and observes all the conditions set forth herein.
- (c) The Lessor will not record, nor monitor the audio or visual information collected by the Equipment while in the possession of the Lessee.

8. LESSEE'S REPRESENTATIONS AND WARRANTIES.

The Lessee hereby represents and warrants to the Lessor as follows:

- (a) If, after the Effective Date, the Equipment does not operate properly, or is unsatisfactory for any reason, the Lessee shall inform the Lessor immediately.
- (b) By accepting delivery of the Equipment of the Lessee represents said Equipment is in good condition with no apparent defects or damage.

9. INSURANCE.

Lessee shall have no obligation to maintain insurance on the Equipment. Lessor may, but shall not be obligation to insure the Equipment.

10. LIABILITY FOR LOSS AND DAMAGE.

If the Equipment is damaged or lost while in the Lessee's possession, the Lessee shall be responsible for such damage or loss and shall pay to the Lessor the value of the lost or damaged Equipment. For purposes of calculating the Lessee's payment obligations, the value of the Equipment shall be \$8,000.00. On receipt of any such payment, the Lessor shall, to the extent of the amount paid, assign to the Lessee any of its rights with respect to the damaged or lost Equipment under any insurance policy, together with all of the Lessor's interest in the Equipment.

11. DEFAULT.

The occurrence of any of the following events (each an “Event of Default”) shall constitute a default of this Lease:

- (a) The failure to make a required payment under this Lease as and when due, including but not limited to Rent, interest charges, sums due as an indemnity, excess item expenses, or other charges;
- (b) The breach or violation by the Lessee of any term, covenant, promise, agreement, representation, or warranty of this Lease;
- (c) Subjection of any of the Lessee’s property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

12. RIGHTS OF LESSOR ON DEFAULT.

On the occurrence of any Event of Default under Section 11, the Lessor shall have the right, without notice or demand, to terminate this Lease and take possession of the Equipment, in addition to any other rights afforded to the Lessor by law. The Lessee shall not be released from paying damages sustained by the Lessor on such termination. If on any termination of this Lease the Lessee fails or refuses to deliver the Equipment to the Lessor, the full retail price shall be charged against the deposit hold. The Lessee expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by the repossession. The Lessee shall pay all expenses, including attorneys’ fees, the Lessor incurs to enforce this Lease. All of the Lessor’s remedies are cumulative and may be exercised concurrently or separately.

13. INDEMNITY.

The Lessee shall indemnify the Lessor against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by the Lessor in any way connected to the Lessee’s use or possession of the Equipment during the Term.

14. RETURN OF EQUIPMENT.

At the end of the Term, unless the Lessee opts to renew the Lease, the Lessee shall be obligated to return the Equipment to the Lessor at the Lessee’s expense.

A fee of \$300.00 per day will be assessed for late equipment.

15. SUCCESSORS AND ASSIGNS.

All references in this Lease to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Lease shall be

binding upon and shall inure to the benefit of the successors and assigns of the Parties.

16. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Lease, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Lease shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

17. OPTION TO PURCHASE.

- (a) If the Lessee does not violate any terms and conditions of this Lease, the Lessee shall, at any time during the Term, have the option to purchase the Equipment at a price of \$8,000.00. The Lessee shall exercise this option by giving notice in writing to the Lessor at least three days before the end of the Term.
- (b) The Lessee shall pay the Purchase Price to the Lessor within five days after the notice provided in Section 17(a) herein.

18. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail)

19. GOVERNING LAW.

This Lease shall be governed by the laws of the state of North Carolina. In the event that litigation results from or arises out of this Lease or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

20. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Lease, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

21. SEVERABILITY.

Whenever possible, each provision of this Lease, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease is held to

be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Lease will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

22. ENTIRE LEASE.

This Lease constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties.

23. HEADINGS.

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.