



DELIVERY/WARRANTY INFO: _____

PICKUP & PAYMENT INFO: 270-247-3199
Questions and Assistance 270-247-2981
FAX NUMBER: 270-247-3160 Length of Contract / Split _____

PO Box 409 Mayfield, KY 42066

E-MAIL ADDRESS: heartlandcapitalllc@gmail.com ON-LINE PAY: www.hrtcap.com

RENTER: _____ ADDRESS: _____ STATE: _____

ZIP: _____ COUNTY: _____ CO-RENTER: _____

RENTAL PURCHASE AGREEMENT AND DISCLOSURE

THIS RENTAL PURCHASE AGREEMENT ("Agreement" or "Lease") is made and entered into on _____ by and between **Heartland Capital Investments, LLC** (or its successors or assigns), having its principal place of business at 1104 Paris Road, Suite # 201, Mayfield, Graves County, Kentucky 42066, hereinafter referred to as "Lessor" and the person(s) whose name(s) and address appear above, hereinafter referred to as "Renter". The following information is hereby disclosed to Renter pursuant to applicable state law and is the Agreement of the parties.

Please check one: Portable Storage Building OR Carport

LEASED PROPERTY: PORTABLE STORAGE BUILDING or CARPORT SIZE: _____

CONDITION OF THE LEASED PROPERTY: New Used

CASH PRICE OF THE LEASED PROPERTY:

The estimated fair market value of the leased property as of the date of this contract is: _____ Plus Sales Tax. _____ Plus Sales Tax. (price minus ___% commission)

LEASE TERM: One (1) month. Renter may renew this Agreement for consecutive terms of one (1) month by making a rental renewal payment in advance for each additional month Renter wishes to rent the property.

The monthly rental payment is _____ +LDW _____ + Sales Tax (at ___%) _____ = _____ total per month. Yes No

Sales Tax and total payment amounts may change to reflect any sales tax rate changes enacted by applicable governmental taxing authorities. If Renter pays more than one (1) payment in advance, such additional payments or over payments will apply towards future lease payments unless such payment is an early Purchase Option payment as described below.

MONTHLY RENTAL PAYMENT DUE DATE: _____ day of each succeeding month.

YES, I would like my payments automatically taken out of my checking account each month. (Attach Form)

INITIAL RENTAL PAYMENT: Renter's initial rental payment is due before delivery and is required for consummation of this agreement. This initial payment will include the following charges:

Monthly Rent LDW Sales Tax Sec. Deposit Cost Reduct.
_____ + _____ + _____ + \$100 or _____ -

Net C.R. / Anchors Total Received
_____ = _____

OTHER CHARGES: *In-house Collection/Trip Charge (+applicable sales tax) \$300.00.*
NSF fee up to \$50.00 per check.
Reinstatement/Late Fee + applicable sales tax-- Max five (5) day grace period. \$15.00.

These fees are and must be reasonable related to the work performed.

TOTAL COST: If Renter chooses to purchase the leased property by rent to own, Renter MUST renew this lease each month for \$_____ for _____ consecutive months by making the monthly rental payments on time. This Total Cost includes all cost included in the initial payment but does not include other charges Renter may incur such as late fees, default cost, pickup or reinstatement fees. These charges are addressed elsewhere in this Agreement.

_____ CONSECUTIVE MONTHS @ \$_____ /MONTH FOR A TOTAL COST OF \$_____

RENTER DOES NOT OWN THE LEASED PROPERTY. RENTER DOES NOT HAVE ANY OWNERSHIP RIGHTS IN THE LEASED PROPERTY RENTER HAS MADE THE NUMBER OF PAYMENTS INDICATED HEREIN.

EARLY PURCHASE OPTION: If Renter wishes to purchase the leased property. Renter may do so at any time by making the payment of any unpaid rental payments due, plus _____ % of the remaining Total Cost calculated at the time, plus sales tax and any other applicable fees. Renter must be current on all Agreement obligations to exercise the Early Purchase Option.

RISK OF LOSS: If the leased property is lost, stolen, damaged or destroyed, the Renter is responsible for the leased property at the fair market value shown above.

MAINTENANCE AND WARRANTY: Renter is responsible for maintaining the leased property in good condition, fair wear and tear expected while it is in Renter's possession. If a necessary repair is related to manufacturer, you must contact us and request such repairs. If Renter obtains ownership of the leased property, Lessor will transfer any available unexpired manufacturer's warranty.

TERMINATION: Renter may terminate this Agreement, without penalty, at any time, by voluntarily surrendering the leased property to Lessor in good repair. If Renter terminates, Renter will owe any past due rental payments. Renter agrees to remove any personal belongings from the lease property upon termination, whether such is caused by Renter's default or lapse of time, Renter agrees that any personal property not removed will be deemed abandoned and will become property of Lessor without

any payment to Renter. Lessor may also choose to remove Renter's personal property and store it at Renter's risk and expense.

REINSTATEMENT: If this Lease expires, Renter may reinstate it by paying any rental payments and other charges that are due within five (5) days of the expiration date. Reinstatement is further explained elsewhere in this agreement.

NOTICE TO RENTER: *BY SIGNING THIS DOCUMENT, YOU ADMIT THAT YOU HAVE READ ALL PAGES, UNDERSTAND IT, IT DOES NOT CONTAIN ANY BLANK SPACES & YOU RECEIVED A LEGIBLE, SIGNED COPY OF IT. YOU ALSO ADMIT YOU HAVE RECEIVED THE LEASED PROPERTY IN SATISFACTORY CONDITION.*

***SIGNATURE MUST MATCH PHOTO ID.* WITNESS: _____ DATE: _____**

RENTER: _____ DATE: _____ CO-RENTER: _____ DATE: _____

SECURITY DEPOSIT: Renter shall pay a security deposit of \$_____.

Security deposit shall be held by Lessor as security for the performance of all terms herein including, but not limited to, any late payment or redelivery charge. Such deposit (or part thereof that has not been applied to remedy default(s) of Renter) shall be refunded, without interest, only on the expiration of the term of this rental agreement if all the Renter's obligations herein have been performed or discharged, Renter has not been late on payments more than 2 times, and Renter acquires ownership of the property. Lessor reserves the right to use the proceeds of the security deposit to remedy and breach by you of the terms of this Lease. In the event of such application of funds, Renter may be required to restore the security deposit to the original amount.

REINSTATEMENT: If this Lease expires, Renter can reinstate it without losing any rights or options previously acquired by making all rental and other payments due within five (5) days of the renewal date. Or, if Renter returns the property to Lessor within this time, then Renter will have thirty (30) days from the date of return to reinstate by paying all payments due.

ALTERATIONS & ADDITIONS TO RENTAL PROPERTY: Renter shall not permit the leased property to be altered by the addition of equipment and accessories or the placing of signs thereon and shall not permit the leased property to be tied to or otherwise affixed to any real estate (such as another building or a permanent foundation) in such a manner that the same cannot be removed without damage to the leased property. Leased storage property is not intended for human occupancy.

INSPECTION/REPOSSESSION: Lessor shall have the right to inspect the rented property at all reasonable times. Lessor shall have the right to lawfully remove the property in the event of non-payment and/or default under this contract. This Agreement constitutes written permission for Lessor to enter upon your property to take any reasonable means necessary to recover the leased property in the event of Renter's default, provided same can be done without breaking the peace.

ASSIGNMENT: Renter may not sell, mortgage, pawn, pledge, encumber, dispose of the property or move it from the delivery location without Lessor's prior written consent. If Renter does so, Renter will have breached this Lease and Lessor will have the immediate right to take possession of the property. Lessor may sell, transfer or assign this Lease without notice to Renter. Renter may not assign any rights

under this Agreement to any third party without Lessor's written consent which shall not be unreasonably withheld.

LOCATION OF PROPERTY: The leased property shall be kept at the address to which it is delivered. It shall not be moved from that address without Lessor's prior written consent, which shall not be unreasonably withheld. The leased property may only be moved by carriers pre-authorized by Lessor in writing. There is a charge to move the leased property. Renter's account must be paid up to date and in good standing, in order to relocate the leased property to another location or it will be taken back to the local authorized dealer. Any unauthorized relocation of the lease property shall constitute a breach of this Lease, theft of leased property, and entitle Lessor to declare the Lease terminated and begin legal proceedings to repossess the leased property. Renter will be liable for any damage to the leased property. If the leased property cannot be recovered, Renter will be liable for the fair market value as described herein.

TITLE, MAINTENANCE AND TAXES: Renter is responsible for any and all real estate and personal property taxes. Lessor retains title to the leased property at all times and will pay any sales taxes which might be levied upon the property. Renter does not own the property unless Renter buys it or acquires ownership as provided by the terms of this Lease. Renter must maintain the leased property in good repair and working order as long as Renter has possession of property.

OUR LIABILITY: Notwithstanding anything contained in this lease to the contrary, Lessor shall not be liable to Renter or to any other person, firm or corporation by reason of the loss of, damage to or destruction of any contents contained from time to time in the leased property, unless such loss, damage or destruction is due to Lessor's negligence or the negligence of our agents, servants or employees. Whether or not such loss, damage, or destruction of the property kept in the leased premises is due to Lessor's negligence or that of Lessor's agents, servants, and employees or otherwise, Lessor's liability shall not exceed the value of the building in question as indicated in this lease. In this regard, or Renter warrant's and guarantees to Lessor that no property in excess of said limit of liability shall be placed in or stored in the leased property other than at Renter's sole peril.

NOTICE TO INTERESTED PARTIES: Notice is hereby given to any holder of this instrument or any interest therein that to the extent this instrument may be deemed to be a consumer lease agreement, the rights of such holder, if any, are subject to all claims and defenses which the debtor could assert against the seller of the goods and services obtained pursuant thereto, but with recovery by the debtor being limited to the amount paid by the debtor hereunder.

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RENTER: _____ DATE: _____ CO-RENTER: _____ DATE: _____

OUR RIGHTS TO TAKE POSSESSION: If Renter does not renew this lease, Lessor shall have the right to take possession of the lease property. If Renter does not allow Lessor to do so, Renter agrees to pay Lessor's costs incurred in taking possession of the property including reasonable attorney's fees and

court costs. By signing this Agreement, Renter authorizes any person having an interest in the real property upon which the leased property is placed including but not limited to, Landlords, Owners and Co-Renters, the right to enter said property of assisting Lessor in repossessing the lease property.

COST OF ENFORCING THIS AGREEMENT: In the event Lessor incurs cost or expenses in retrieving the leased property or otherwise enforcing the terms of this Agreement because of Renter's breach thereof, Lessor shall recover from Renter all the cost and expenses by reason thereof, including, but not limited to, driver trip fees, electricians, plumbers, laborers, Lessor's reasonable attorney's fees, and court cost. More specifically, if Renter defaults under the terms of this Agreement and Lessor proceeds to retrieve the leased property, and Renter then pays the amount in arrears after Lessor has made the trip to retrieve the leased property, then renter shall pay Lessor, in addition to the payments in arrears, the sum of \$300.00 plus sales tax as reimbursement of said expenses.

BANKRUPTCY NOTIFICATIONS: Should Renter file bankruptcy, Renter's attorney must be advised that this Lease/Rental Agreement meets the requirements of the state of _____ Rental-Purchase Agreement Act. Therefore, Renter will be required to either assume or reject this lease. The true and proper placement of Renter's debt to Lessor is as an "unexpired lease/executory contract." The leased property is not considered to be a personal asset, personal property, secured property or secured asset of renter. Any listing of such could compel Lessor to file for relief of automatic stay in order to recover the leased property.

CONDITION OF THE PROPERTY: Lessor and renter agree that Renter has examined the leased property, knows its condition and has agreed to lease the property in "as is" condition and that Lessor has made no representations, warranties, or promise of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness of purpose of the leased property.

GOVERNING LAW/VENUE: The laws of the state of _____ shall govern this contract in all respects. Renter agrees to submit to the jurisdiction of the county where the leased property is located or where the lease agreement was signed.

CHANGES TO THIS AGREEMENT: This Agreement sets forth the parties entire agreement and may NOT be changed except in writing signed by both parties.

SERVERABILITY CLAUSE: Every provision of this Lease is intended to be severable. If any term or provisions is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of the Lease.

CLASS ACTION WAIVER: All Claims arising out of/or relating to this Lease must be brought in an individual capacity and not as a plaintiff or class member in any purported class or represented pleading.

DISPUTES AND ARBITRATION: If a dispute arises under this agreement, the parties will initially attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court having authority to hear replevin actions with the limitations that matter(s) with potential damages over \$20,000.00 must be submitted to binding arbitration governed by the federal Arbitration Act.

PERMITTED COMMUNICATION WITH RENTER: Renter agrees that Lessor or its agents including debt collectors may contact Renter regarding this Agreement/account at any number Renter provides to Lessor. If Renter provides Lessor with a cell phone number, Renter agrees that Lessor may contact Renter using that number and may also contact Renter via text messaging, regardless of whether Renter is charged by his or her service provider for the text or call. Renter also agrees to be contacted via automatic dialing and pre-recorded message system.

RENTER ACCEPTS DAMAGE WAIVER Initial for acceptance: _____

RENTER DOES NOT ACCEPTS DAMAGE WAIVER Initial for acceptance: _____

If Liability Damage Waiver (LDW) is accepted, LDW is 10% of the monthly payment. Lessor is then responsible for the repair of damage to the leased property due from a Natural Disaster event, which includes: lightning, fire, tornado, earthquake, high wind and hail, and tree damage (excludes flooding). Lessor will be responsible for the remainder owed on leased property, if it is unreparable. For damage to or loss of property due to fire, Renter must supply Lessor with a copy of an official report evidencing fire.

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RENTER: _____ DATE: _____ CO-RENTER: _____ DATE: _____

RENTER: _____ D.O.B. _____ S.S. _____ D.L. _____

ADDRESS: _____ City: _____ State: _____ ZIP: _____

COUNTY: _____ Home Phone: _____ Work Phone: _____ Cell Phone _____

CO-RENTER: _____ D.O.B. _____ S.S. _____ D.L. _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

Homeowner OR Renter

LANDLORD NAME: _____

LANDLORD PHONE NUMBER: _____

DELIVERY ADDRESS VERIFICATION:

RENTER: _____ WHOSE ADDRESS IS: _____

CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____

	"REQUIRED REFERENCES"		"REQUIRED REFERENCES"
NAME		NAME	
ADDRESS		ADDRESS	
CITY		CITY	
STATE, ZIP		STATE, ZIP	
PHONE #		PHONE #	

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RENTER: _____ DATE: _____ CO-RENTER: _____ DATE: _____

*** OFFICE USE ONLY ***

"ASSIGNMENT"

As evidenced by the signature below, Lessor hereby sells and assigned to _____ its successor and assigns, all rights, title and interest it has in this Agreement. Lessor gives assignee full power, either in its own name or in Lessor's name, to take all legal and other action which Lessor could have taken in its own right under this Agreement.

ASSIGNEE: _____

LESSOR: _____

BY: _____