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|---|---|
| Welcome to Heartland Capital RTO | E-MAIL ADDRESS: heartlandcapitalllc@gmail.com |
| Dealers & Manufacturers <i>ONLY</i> Questions and Assistance Call 270-248-7059 | ON-LINE PAY: www.heartlandcap.net |
| Phone payment # 270-247-3199 FAX NUMBER: # 270-247-2983 | Customers -----Contact your dealer with any questions about your product |



RENTAL PURCHASE AGREEMENT AND DISCLOSURE

CONTRACT DATE _____ Terms _____ 36 month 45 / 55 19.8 _____ 48 month 55 / 45 21.6

Lot Name _____

RENTER NAME: _____

ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

Email _____

Renter DOB _____ SS # (at least last 4) _____ DL # _____

Home Phone # _____ Business Phone # _____ Cell Phone # _____

CO-RENTER NAME: _____

ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

Email _____

Renter DOB _____ SS # (at least last 4) _____ DL # _____

Home Phone # _____ Business Phone # _____ Cell Phone # _____

DELIVERY ADDRESS (if different from home address) _____

CITY: _____ STATE: _____ ZIP _____

THIS RENTAL PURCHASE AGREEMENT ("Agreement" or "Lease") is made and entered into on this date 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 "Lessee/Renter." The following information is hereby disclosed to Renter pursuant to applicable state law and is the agreement of the parties.

LEASED PROPERTY: PORTABLE STORAGE BUILDING or CARPORT SIZE: _____

I own the property where the structure is located. _____ (signature required)

Ownership of this property address is searched and verified. If the ownership statement is found to be false, Heartland Capital, LLC has the right to cancel the contract.

Print Name _____

Physical address _____

BANK DRAFT If you want the payment drafted from your bank account, our Heartland representative will collect the proper information when they make the welcome call to you.

CASH PRICE AND FAIR MARKET VALUE OF THE LEASED PROPERTY: The fair market value (total price of building/carport) is the full price of property as of the date of this contract.

PAYMENT DUE DATE can be any of the following dates 1 5 10 15 20 25 (choose one)

LEASE TERM: After the initial term, each time the Renter makes a payment on time or within the grace period, this rental Agreement will renew for a consecutive term of one (1) month at a time in advance for each additional month Renter wishes to rent the property.

ORIGINATION FEE: \$100 for structure costing \$1,200.00-\$4,999.99; \$200 for structure costing \$5,000.00-\$8,499.99; \$300 for structure costing \$8,500.00-\$12,000.00. Origination fee is non-refundable.

SECURITY DEPOSIT: Deposit amount paid to the dealer will be refunded if the contract goes full term and renter meets all agreement terms. 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 deposits 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. If renter returns unit for any reason, no deposit will be refunded.

SALES TAX: 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. Additional payments will not be applied to principal/equity only but to the entire payment of future months.

INITIAL RENTAL PAYMENT: Renter's initial payment will include the following charges and is due at time of purchase. The deposit and the first month's rental payment is required for consummation of this agreement from the manufacturer. **Dealer will collect the deposit, the first month's rental payment, and the origination fee.**

| | | | | |
|--------------|---|----------|-------------------|--------------------|
| \$ _____ | Carport Cost | | | |
| \$ _____ | <i>Non-Taxed portion of DOWN PAYMENT</i> | | | |
| \$ _____ | <i>Taxes on DOWN PAYMENT</i> | | | |
| \$ _____ | <i>Total DOWN PAYMENT (Non-Taxed plus Taxes)</i> | | | |
| \$ _____ | Rent To Own Amount (Carport Cost minus Non-Taxed Down Payment) | | | |
| \$ _____ | Origination Fee (\$100, \$200, or \$300) | | | |
| \$ _____ | Security Deposit (% to the dealer) | | | |
| | | | | |
| \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Monthly Pymt | Tax | Subtotal | LDW (on subtotal) | Total Monthly pymt |

State Name _____ **Tax Rate** _____

TOTAL COST: If Renter chooses to purchase the Leased Property by rent to own, Renter, by making the monthly rental payments on time, will renew this lease each month.

_____ Months @ \$ _____ = \$ _____
 # of months total monthly payment Cost

The total carport/building 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.

Liability Damage Waiver (LDW) is accepted, LDW is 10% of the monthly payment after taxes. If renter accepts LDW, Heartland Capital Investments, LLC is responsible for the repair of damage to the Leased Property due from a natural disaster event, which includes lightning, fire, tornado, earthquake, high wind, 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 Leased Property due to fire, Renter must supply Lessor with a copy of an official report evidencing fire.

_____ Renter Accepts LDW

_____ Renter DOES NOT accept LDW

Please sign if you do want the LDW or if you do NOT want the LDW

EARLY PURCHASE OPTION(EPO): *If Renter wishes to purchase the Leased Property early, Renter may do so at any time by paying _____ % of the remaining cost calculated on the original contract agreement balance plus any tax and other fees if applicable.*

Renter must be current on all Agreement obligations to exercise the Early Purchase Option.

OTHER CHARGES:

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

REQUIRED REFERENCES (preferably living in another residence)

| | | | |
|--------------------|--|--------------------|--|
| NAME (required) | | NAME (required) | |
| ADDRESS | | ADDRESS | |
| CITY (required) | | CITY (required) | |
| STATE, ZIP | | STATE, ZIP | |
| PHONE # (required) | | PHONE # (required) | |

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

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 the manufacturer 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 p-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 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. Alternatively, 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. RTO is for landowners only. Leased (Rented) 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 agreement. 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 it 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 agreement and Lessor will have the immediate right to take possession of the Leased Property. Lessor may sell, transfer or assign this agreement 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. Carriers pre-authorized by Lessor in writing may only move the Leased Property. There is a charge to move the Leased Property.

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 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 Leased Property. Renter does not own the Leased 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, the 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 Lessor's agents, servants or employees. Whether or not such loss, damage, or destruction of the Leased 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 Leased Property 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 agreement 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.

OUR RIGHTS TO TAKE POSSESSION: If Renter does not renew or meet all obligations of this lease, Lessor and/or its assignees 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 laws of the state of Renters/Lessee's residence Rental-Purchase Agreement Act and 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. 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 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.

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

SEVERABILITY CLAUSE: Every provision of this Lease is intended to be severable. If any term or provisions are 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 or an email address, Renter agrees that Lessor may contact Renter using that number or the email address and may contact Renter via text messaging, regardless of whether Renter is charged by his or her service provider for the text or call. Renter agrees to be contacted via automatic dialing and pre-recorded message system.

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

RENTER _____

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 _____